

## AGREEMENT

**THIS AGREEMENT**, made and entered into this date March 8, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Nashay Baker, 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 March 8, 2017, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will be on contract with DPS American Indian Education Department to provide Ojibwe language resources/curriculum for students/staff specifically for Misaabekong. His/Her rate will be \$25.00 (twenty-five dollars) /hour.
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 \$6,000.00 Six thousand dollars. 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:  
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.

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

time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the American Indian Education office, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 11609 Perch Lake Dr. Duluth, Mn 55808

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.

Nashay Baker  
Contractor Signature

SSN/ Tax Identification Number

4/17/17  
Date

[Signature]  
Program Director

3/14/17  
Date



Director of Curriculum and Instruction

Date

3/9/17



Director of Business Service / Superintendent of Schools

Date

4/20/17

• FAMILY-OWNED AND OPERATED •  
**UPPER LAKES FOODS**  
EST 1967

February 17, 2017

Pamela Bowe, R.D., L.D.  
ISD #709 – Duluth Schools  
215 N. 1<sup>st</sup> Ave. E.  
Duluth, MN 55802

Dear Pamela:

Upper Lakes Foods is pleased to renew with ISD #709 – Duluth Schools for the upcoming 2017-2018 and the 2018-2019 school year. The fixed fee and commodity fee will remain the same and is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

\$0.78 per case fix fee grocery

\$2.50 per case commodity fee single drop

Plus the handling and storage pass through fee charge by Newport Cold Storage per case.

Upper Lakes Foods works hard at keeping rising costs to a minimum and with the current economic situation, we are pleased to renew.

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.


Please sign below and return via email or mail.

Sincerely,

  
\_\_\_\_\_

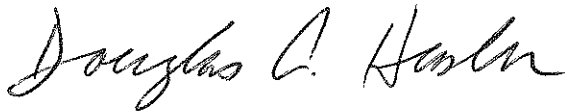
Renee Parks, Upper Lakes Foods, Inc.  
800-879-1265 Ext 4208  
800-238-6456 Fax  
rparks@ulfoods.com

2/17/17  
Date

  
\_\_\_\_\_

Director of Food Service, School District

4/19/17  
Date

  
\_\_\_\_\_

4/20/17

801 INDUSTRY AVENUE  
CLOQUET, MINNESOTA 55720

T. 800.879.1265  
F. 218.879.1940

INFO@ULFOODS.COM  
WWW.UPPERLAKESFOODS.COM

• FAMILY-OWNED AND OPERATED •  
**UPPER LAKES FOODS**  
EST 1967

TO: School Food Authority -- ISD #709 -- Duluth Schools  
FROM: Denise Sorensen  
DATE: February 17, 2017  
SUBJECT: USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following:

Single drop per district dry or frozen \$2.50 per case  
Multiple drop per district dry or frozen \$2.50 per case  
Plus handling and storage pass through fee charged by Newport Cold Storage per case.

Diverted/processed commodities:

Single drop per district dry or frozen \$2.50 per case  
Multiple drops per district dry or frozen \$2.50 per case  
Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time; a monthly fee may be discussed if storage is necessary.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2018.
- In the event there are mandated changes in the Distribution of USDA Foods, Upper Lakes Foods reserves the right to adjust the commodity fee.

DISTRIBUTOR: UPPER LAKES FOODS, INC.  
CONTACT PERSON: DENISE SORENSEN  
ADDRESS: 801 INDUSTRY AVENUE  
CITY/STATE/ZIP: CLOQUET, MN 55720  
TELEPHONE/FAX: (218) 879-1265 ext 4379 Fax (715) 392-1202  
EMAIL: [denisesorensen@ulfoods.com](mailto:denisesorensen@ulfoods.com)

SCHOOL FOOD AUTHORITY: Duluth School District  
CONTACT PERSON: Pamela Bowe, RALD  
ADDRESS: 215 North 1st Avenue East  
CITY/STATE/ZIP: Duluth, Mn 55802  
TELEPHONE/FAX: 218 336 8707 / Fax 218 336 8789  
EMAIL: pamela.bowe@isd709.org

SFA REPRESENTATIVE SIGNATURE: Pamela Bowe RALD

DISTRIBUTOR REPRESENTATIVE SIGNATURE: Denise Sorensen



## ON-SITE EVALUATION AGREEMENT

Automobile X      Collision Repair       Truck   
Accreditation       Renewal of Accreditation X

### INSTITUTION:

Denfeld High School  
Name  
Denfeld AYES Automotive Program  
Program  
401 North 44<sup>th</sup> Ave W  
Street  
Duluth      MN      55817  
City      State      Zip  
(218) 336-8830  
Telephone

### ADMINISTRATOR OF THE INSTITUTE:

Bradley Vieths, Vocational Program Coordinator, ISD709  
Name  
(218) 336-8711 ext 1031      Bradley.vieths@isd709.org  
Telephone Number      Email Address

### PROGRAM INSTRUCTOR:

Matthew Phil Rannila  
Name  
(218) 336-8830 ext 4081      matthew.rannila@isd709.org  
Telephone Number      Email Address

### EVALUATION TEAM LEADER (assigned by NATEF):

Rick Foral  
Name  
(715) 367-2401      rforal@live.com  
Telephone Number      Email Address

DATE(S) OF ON-SITE EVALUTION: May 25, 2017

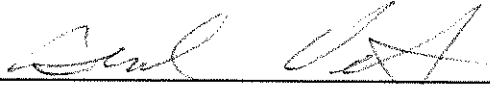
**PROJECT ON-SITE EVALUATION EXPENDITURES:**

\*ETL's are to be paid as independent contractors, not as school employees\*

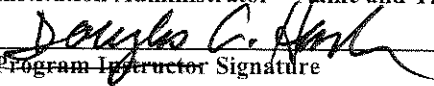
Honorarium for ETL (\$250 per day)	\$ 250
Expenses for ETL	\$410.18 ( 236.84 hotel + 173.34 mileage)
<b>TOTAL</b>	<b>\$ 660.18</b>

**SEND THE FOLLOWING MATERIALS TO THE ETL:**

1. On-Site Evaluation Agreement (this completed form)
2. Copy of the Application Submitted to NATEF (include *Integrated Academic Skills Recognition* information, if applicable)
3. Copies of Advisory Committee Meeting Minutes
4. List of (6) graduates who completed the program within the past 3 years and are employed locally. Include the name of the graduate, their supervisor, and the address and phone number of the place of employment
5. Course of Study
  - a. Syllabus for each class
  - b. Tasks to be taught specified by Priority designations
  - c. Number of contact hours
  - d. Sequence of instruction to be included in the program
  - e. List of training materials used
  - f. Sample evaluation form used to track student progress

  
\_\_\_\_\_  
Institution Administrator – Signature

**Bradley Vieths, Vocational Program Coordinator, ISD709**  
\_\_\_\_\_  
Institution Administrator – Name and Title (print or type)

  
CFO Program Instructor Signature  
**Matthew Phil Rannila, Denfeld Automotive Instructor CFO, ISD709**  
\_\_\_\_\_  
Program Instructor – Name and Title (print or type)

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I have reviewed this agreement and found it to be complete.

\_\_\_\_\_  
Evaluation Team Leader – Signature

\_\_\_\_\_  
Date



# Memorandum

**To:** Doug Hasler  
Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** April 4, 2017

**Re:** EHS Concessions Team Room Wall

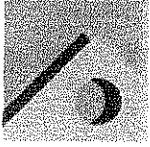
Attached are two copies of an Agreement with RW Fern Associates, Inc., to perform work as defined in the attached agreement:

Shawn Roed, EHS Athletics Director, has requested a wall be constructed to divide a storage room that visiting teams now use, to provide improved functionality as a team room. This project will be fully funded by EHS Athletics, and completed by the Districts T and M contracts.

## **Recommendation:**

I am recommending that the Director of Business Services enter into an agreement with RW Fern Associates, Inc., to perform the work scope as defined in the attached Agreement and Exhibits, for a lump sum amount of \$800.00.

Attachments



RW Fern Associates Inc. - AIA Architects

413 East Superior Street Duluth, MN 55802  
218-722-8271 218-722-9550 Fax

March 31, 2017

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

**Concession Wall - East High School**  
ISD 709

Dear Dave:

Thank you for contacting me to submit this proposal.

We propose to complete the required drawings to obtain pricing and permit for the new wall and door at East High School for the lump sum amount of \$800.

I hope this proposal meets with your approval. If you have any questions, please call.

Sincerely,

Robert Fern, AIA  
Architect

## AGREEMENT

**THIS AGREEMENT**, made and entered into 4<sup>th</sup> day of April, 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and RW Fern Associates, Inc., an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for ISD 709 at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 4<sup>th</sup> and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Design services to complete required drawings or specifications to acquire permit for concessions team room wall and door as per attached proposal.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
  1. Printed Memoranda of Agreement and Title Sheet;
  2. Contractors Proposal;
  3. Contractors Insurance Policy;
4. **Background Check .** *N/A*

Contractor must provide an executed criminal history consent form and a money order or check payable to ISD 709 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, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$800.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of David Spooner, Manager of Facilities, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Mr. Robert Fern, RW Fern Associates, Inc. 413 East Superior Street, Duluth, MN 55802.

12. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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

14. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

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

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

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

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

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

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

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Douglas Hasler	CFO/Director of Business Services

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

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

24. **Protection of ISD 709.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

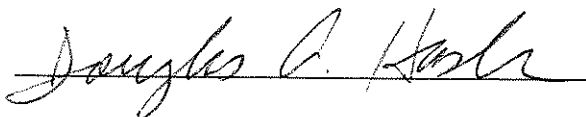
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



CFO/Executive Director of Business Services

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Taxpayer Identification Number

Date: April 12, 2017

To: Doug Hasler - Director of Business Services

From: William Howes  
Coordinator - Office of Education Equity

Subject: Amendment to Contractor Agreement with Daniel Oyinloye

Refer to Contract - Daniel Oyinloye 2016-17

We are requesting to increase the "not to exceed" amount within the existing contract from \$7,000.00 to \$9,500.00 for an additional amount of services outlined within the existing contract. The rate for services rendered will remain the same as within the existing contract (\$25.00/hour rate). This will allow for the required 100 additional hours to complete the project by the end of this school year.



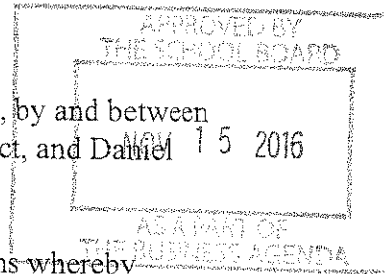
**William Howes**

Coordinator - Office of Education Equity

OK DH  
4/14/17



# AGREEMENT



**THIS AGREEMENT**, made and entered into this 28th day of September, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Daniel Oyinloye, 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 October 3, 2016, and shall remain in effect until June 30, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
  
2. **Performance.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting student participants, Recruiting Volunteers and Spoken Word Artists, Facilitating the Be Heard Poetry Slam Program, Assist youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary  
\*The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.
  
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 Be Heard Student Workshops at \$50.00/hour (max of 4 hours/week) and Be Heard Project Implementation at \$25.00/hour (max of 2 hours/week) up to a sum not to exceed \$7,000.00 (seven thousand and no/100 dollars). 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;

reference in this Agreement.

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

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

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

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

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement. In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Daniel Oyinloye, 315 N Lake Ave, Apt #221, Duluth, MN 55806 phone: 952.201.7352

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.

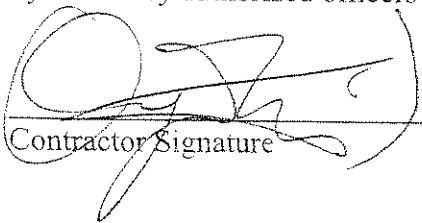
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

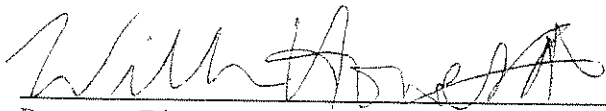
**Workers' Compensation Insurance:** Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

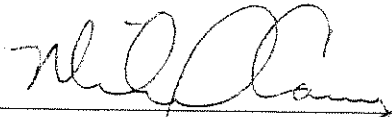
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

		10 / 19 / 2016
Contractor Signature	SSN/ Tax Identification Number	Date

Initiator - (Contact with questions)	
	Date

	
Program Director	10/19/16
	Date

	
Director of Curriculum and Instruction	10/19/16
	Date

	
Director of Business Service / Superintendent of Schools	10/26/16
	Date



Special Services Department  
Independent School District #709  
215 N. 1<sup>st</sup> Ave. E.  
Duluth, MN 55802

**CONTRACT FOR PRE-SCHOOL PLACEMENT**

This contract, entered into this day **April 19, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Lester Park School Readiness** (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 \_\_\_\_\_ Individual Education Plan (IEP).

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 3 hours (175 minutes) per day, 4 day per week, and up to 35 days.

2. The AGENCY shall perform these services at: **5300 Glenwood St. Duluth, MN 55804.**

3. The approximate date the service will begin is, **March 24, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **35 Days** ( 4 Days per Week) and a total cost up to **\$280.00.** (\$140.00 per month).

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: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15<sup>th</sup> of each month for the preceding month.

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ISD  
709  
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Public Schools

Page 2 - Contract for Purchase of Special Education Services

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.

SIGNED:

\_\_\_\_\_  
Name of Agency

\_\_\_\_\_  
By  
Authorized Agent

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

*Douglas A. Smith*  
C.F.O. Executive Director of Business Services

Date 4/27/17

Special Services Department  
215 N. 1<sup>st</sup> Ave. East  
Duluth, MN 55802

By *Jean Crane* 4/21/17

Director

**Udac, Inc.**

**And**

**Duluth Public Schools**

**AGREEMENT FOR PURCHASE OF TRANSITION SERVICES**

The following is an Agreement between Udac and Duluth Public Schools. This Agreement shall be effective April 13<sup>th</sup> to June 8<sup>th</sup>, 2017.

**I. The Service Provider Agrees:**

A. To provide evaluation, treatment and consultation services for students with a disability and who have IEP/IFSP/IIPs documenting the need for such services under contract at Duluth Public Schools. Services shall also be provided to assist in the evaluations of students identified in the evaluations process. Treatment services shall be provided as prescribed by the students IEP in order to meet the goals as determined by the IEP team.

B. Not to exceed    63    hours of services.

**II. Duluth Public Schools Agrees:**

A. To pay Udac for Transition Services at the contract rate of \$50.82 per partial day of less than 6 hours per day or \$63.27 for a full day of six hours or more.

B. To remit to Udac, upon receipt of monthly invoice, the amount due and owing for the services provided.

C. The Director of Special Education shall supervise the contracted services to ensure that services are provided in accordance with students IEPs.

**ADDITIONAL CONDITIONS**

1. The Udac and Duluth Public Schools will comply with all state and federal reporting requirements. Udac and Duluth Public Schools will comply with MN Government Data Practices Act, Minnesota Statutes Chapter 13, as applied to all data.

2. The Udac will consent to disclosure of its social security number, federal employer tax ID number and/or Minnesota Tax ID number already provided to the district.

3. The numbers may be used in the enforcement of federal and state laws resulting in action

requiring the Duluth Public Schools to file tax returns, pay delinquent taxes or other state liabilities.

4. Services must be provided to the satisfaction of the Duluth Public Schools and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Service Provider will not be paid for work considered in violation of any of those laws or if work is found unsatisfactory.
5. Duluth Public Schools will provide transportation to and from Udac.
6. Duluth Public Schools will provide staff to accompany . while transitioning at Udac as agreed upon.

#### CANCELLATION

This agreement may be cancelled by Udac or Duluth Public Schools at any time, with or without cause, upon 30 days written notice. In the event of such a cancellation, Udac shall be entitled to payment, determined on a pro rated basis, for work performed to Duluth Public Schools' satisfaction.

#### AMENDMENTS

Amendments must be in writing and indicate approval by both parties to the amended terms.

#### STATE AUDIT

The books, records, documents and accounting procedures of the Duluth Public Schools and its employees relevant to this agreement must be made available by the STATE for a minimum of 6 years from the end of the agreement.

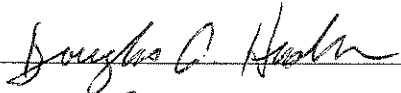
#### LIABILITY

The Duluth Public Schools agrees to indemnify, save and hold the district/agency; its employees harmless from any and all claims or causes of action, including attorney's fees incurred arising from the performance of this agreement by the Duluth Public Schools and its agents or employees.

Agreed to by:

**Duluth Public Schools – ISD 709**

**Udac**

By   
Title CFO  
Date 4/14/17

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