



...where theory
meets practice...

INDIVIDUAL OR AGENCY – INTERPRETER AGREEMENT

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

Name/Agency: Doug Bowen-Bailey/Digiterp Communications

Address: 728 East 7th Street Duluth MN 55805

Telephone #(s): (218) 310-7940

Social Security or
Federal ID Number: 81-0928148

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

Location and times of Services: Any ISD 709 location

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

Date(s) of Service: February 19, 2016 – June 30, 2016

Rate of Pay: \$40 per hour for services – Minimum of two hours per assignment

Invoicing Procedure: send invoices to Dena Hagen

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

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

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

SIGNATURES

W.C. Hanson 3/28/16
ISD 709 Representative Date

Doug Bowen-Bailey 2/17/16
Interpreter Date



U.S. District Court, District of Minnesota Exhibit Agreement

The U.S. District Court, District of Minnesota owns various exhibits that it is willing to lend to organizations for display without charging any lending fees. This document constitutes the agreement between the EXHIBITOR, identified below, and the U.S. District Court, District of Minnesota (Court).

A. Exhibit Lending Program Guidelines

The goal of the Court's exhibit lending program is to place the Court's exhibits at events and locations to help educate and inform the public about the Court or the administration of justice. The goal is to seek diverse audiences throughout Minnesota. Generally, the Court considers the following when determining whether to lend an exhibit to an exhibitor.

1. The event must be professional, trade, civil, educational, or public service in nature. The requestor must not benefit commercially from displaying the exhibit.
2. The requestor must be willing to assume all onsite and transportation costs.

B. General Terms and Conditions

The EXHIBITOR agrees to the following:

1. To not charge a fee to view the Exhibit (although the Exhibit may be part of a larger exposition which charges an admission fee, it may not be the major attraction of such an event for which a fee is charged).
2. To assume all onsite and transportation costs, including:
 - i. The costs for transporting or shipping the exhibit to the exhibition location and the transportation or shipping costs for returning the Exhibit to the Court.
 - ii. Any other onsite expenses, including, but not limited to, property insurance, adequate indoor storage of empty crates, and daily exhibit maintenance.
3. To provide suitable labor to unload, uncrate, set-up and take-down, crate, and load the Exhibit at the exhibition site aboard a common carrier or other means to return the Exhibit to the Court.

4. While the Exhibit is in the custody of the EXHIBITOR, the EXHIBITOR agrees to pay all expenses related to its operation, including maintenance and repair.
5. While the Exhibit is in the custody of the EXHIBITOR, the EXHIBITOR assumes the risk of, and is responsible for, any loss of, or damage to, the Exhibit except for reasonable wear and tear.
 - i. The EXHIBITOR agrees to contact the Court at the contact information provided at the end of this agreement *immediately* if there is any damage to any part of the exhibit, including any theft or loss. All parts of the Exhibit are identified in Attachment A to this agreement.
 - ii. The EXHIBITOR agrees to contact the Court at the contact information provided at the end of this agreement *before* attempting to make any repair to any part of the Exhibit. The Court must approve any repair that is to be made to the exhibit by the EXHIBITOR in advance of the actual repair.
 - iii. If the Court deems that professional repair to or replacement of any part of the exhibit is necessary, the EXHIBITOR agrees that the Court will have sole and absolute discretion to select an appropriate vendor for repair to or replacement of any parts of the exhibit at EXHIBITOR'S expense.
 - iv. Should damage have occurred to the Exhibit while in transit, the EXHIBITOR also agrees to notify the carrier immediately and save all packing materials until the carrier or agent has inspected them.
6. The EXHIBITOR assumes responsibility for any liability, damages, or injuries to persons or property arising out of or in any way connected with the EXHIBITOR'S possession or use of the Exhibit and will hold the Court harmless against any claims arising hereunder.
7. The EXHIBITOR agrees to follow the instructions provided in Attachment B to display and dismantle the Exhibit.
 - i. The EXHIBITOR must prominently identify that the Exhibit is on loan from the U.S. District Court, District of Minnesota.
 - ii. The specific location of the Exhibit must be agreed upon by the EXHIBITOR and the Court before the agreement is approved and identified in section D, below. Once finalized, approval must be granted by the Court before the Exhibit may be moved to another location.
 - iii. The Exhibit must be displayed indoors, unless a written exception is given by the Court.

8. Title to the Exhibit furnished by the Court remains with the Court.
9. The EXHIBITOR must not assign to another person or entity this agreement or any part of the rights under this agreement, except as otherwise agreed to by the Court.

C. Exhibit Materials

The Exhibit being lent to the EXHIBITOR is titled: *ASIAN PACIFIC LEGAL EXPERIENCE IN AMERICA*

The Exhibit is comprised of all the items set forth in Attachment A.

The EXHIBITOR agrees to ensure that all items listed in Attachment A are received by EXHIBITOR in good condition and that all items listed in Attachment A are returned to the Court in good condition.

D. Loan Period

The EXHIBITOR and the Court have agreed to the following loan period terms:

	Start Date	End Date
Exhibit Loan Period	4/11/16	4/18/16
Exhibit Period (period for which the Exhibit will be on display)	4/12/16	4/15/16
Exhibit Location (address and exact location where Exhibit will be on display)	401 N. 44th Ave W Duluth, MN 55807	
Hours and Time when Exhibit will be on display during Exhibit period	9-3:24 pm Tues-Fri 5-7:00 pm Wed. also	
Shipping/Transport Date(s)	4/8/16 to Dentfeld via Dan Lew	
Return Shipping/Transport Date(s)	4/18/16 Dentfeld ship back	
Additional loan period terms, if any: Dentfeld (Exhibitor) agrees to incur the cost of shipping exhibit back to the US District Court.		

E. Cancellation

The EXHIBITOR will notify the Court in writing of any need to cancel this signed agreement. The Court reserves the right to cancel this agreement at any time if EXHIBITOR fails to meet the terms of this agreement.

F. Photography

EXHIBITOR may photograph or videotape the Exhibit for any non-commercial use, including but not limited to, installation documentation, publicity of the Exhibit and/or record keeping.

EXHIBITOR may authorize others to photograph or videotape the Exhibit for the purposes identified in this section.

G. Entire Agreement

This agreement constitutes the entire agreement of the parties and supersedes all oral and other written agreements made and entered into by the parties prior to the date the agreement is signed. Any subsequent alteration, amendment, change, or addition to this agreement is not binding on the parties unless reduced to writing and signed by both parties.

H. Contact Information

EXHIBITOR	
Name of Organization	Denfeld High School Duluth, MN
Name of Contracting Officer	Tonya M. Scorniers / William Hanson
Name of Person Responsible for Exhibit (if different from Contracting Officer)	Tonya M. Scorniers / Melissa Kliegle
Organization Address	401 N. 44th Ave W. Duluth, MN 55807
Organization Telephone Number	218-336-8830 ext 1925
Telephone Number of Person Responsible for Exhibit	218-391-2819 (cell, Tonya)
After-Hours Contact Number (if Exhibit will be on display outside of normal business operating	218-391-2819 (Tonya) Principal

hours of M-F, 8:00 a.m. - 5:00 p.m.)	
Email address of Contracting Officer	tonya.sconiers@isd709.org william.hanson@isd709.org
Email address of Person Responsible for Exhibit	tonya.sconiers@isd709.org melissa.kiegle@isd709.org

U.S. District Court, District of Minnesota	
Primary Contact Information	Alternate Contact Information (if Primary contact is unavailable)
Mary McKay 612-664-5026 Mary_McKay@mnd.uscourts.gov	Kristina Thomas 612-664-5013 (work) 612-325-7447 (cell) Kristina_Thomas@mnd.uscourts.gov

Signatures

EXHIBITOR

Signature

William Hanson

Date Executed

3/14/16

Name (please type/print)

BILL HANSON

Title

CFO

COURT

Signature

Date Executed

Name

Title



Attachment A

Exhibit: Asian Pacific Legal Experience in America: Opportunity, Economics, Racism and Hope

BANNER TITLE	
	<u>CHINESE EXCLUSION ACT OF 1882 – GOLD GROUP</u>
1	Overview – Opportunity, Resentment, Exclusion, Racism, and Murder
2	Chinese Seek Opportunity Overseas
3	Racism and Economic Scapegoats
4	Passage of the Chinese Exclusion Act
5	Anti-Chinese Propaganda Poster
6	Chinese Exclusion in the Supreme Court
7	Timeline of Chinese Immigration
8	Hong Yen Chang
	<u>JAPANESE INCARCERATION IN WWII – RED GROUP</u>
9	Introduction – Racism Fuels Wartime Fear
10	Incarceration Based on Ancestry
11	Removal to Assembly Centers and Camps
12	Life in the Camps
13	Minnesota and the U.S. Army Military Intelligence Service
14	Legal Challenges
15	Reparations and Redress
	<u>IMMIGRATION AND NATIONALITY ACT OF 1965 - GREEN GROUP</u>
16	Introduction – Opening the Gates of Hope and Opportunity
17	Hope for the American Dream
18	1975 Indochina Migration & Refuge Assistance Act
19	Minnesota is Home
20	From Mumbai to Minneapolis
21	Images of Asian-Pacific Americans
22	Naturalization Ceremonies
23	Minnesota Asian Pacific American Legal Community
	<u>TITLE BANNER</u>
24	Title Banner for Entire Exhibit

Court Initials:

EXHIBITOR Initials:



Attachment B

Instructions for Banner Stands

PLEASE READ BEFORE ATTEMPTING BANNER STAND SETUP

Each banner stand unit comes in a canvas tote bag. Each bag is labeled individually as to which display is inside the tote bag. Inside the tote bag, you will find the banner stand metal base unit and a 3-section aluminum pole piece.

Simply take the metal base out from the bag, place unit on the floor in the desired location where is going to be displayed, fold out and assemble the aluminum pole, then place the pole into the metal base, the metal base has 2 holes inside the unit, firmly press down and make sure the pole is securely pressed down through both holes and is secure to the bottom of the metal base unit. Then grab the metal top bar of the poster (**from the back of the banner stand - the text will be on the other side from you**) and fold out the hook that is in the top of the metal bar, slowly raise the poster and hook it to the top of the aluminum pole.

If the display has to be moved slightly for fine positioning (i.e. back against the wall), grip the metal base unit with two hands (one hand on each side of the metal base unit) and gently slide the metal base unit on the floor to fine position the display. If the banner stand has to moved once it is setup requiring more than just fine positioning, please follow the take down instructions below. Once the poster is back in the metal base unit, then the unit can be easily moved to the new desired location.

DO NOT MOVE THE BANNER STANDS USING THE ALUMINUM POLE AS THIS MAY DAMAGE OR DESTROY THE BANNER STAND DISPLAY.

To take down, position yourself on the back side of the poster (the text will be on the other side from you), securely grab the metal top bar of the poster and lift slightly to unhook the poster from the aluminum pole, then slowly guide the poster down evenly back into the metal base unit. Fold down the aluminum pole and place back in its bag. Place the metal base unit and the aluminum pole back into the correct tote bag.

For optimum functionality and durability, please raise and lower the sign into and out of the metal base unit slowly.

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Avalon Educational Institute, 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 February 22, 2016, and shall remain in effect until June 30, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide lessons/demonstrations of Martial Arts at various schools in Physical Education classes throughout the district. Schools include:
 - Ordean East Middle School & Lincoln Park Middle School
 - Denfeld High School & East High School
 - Other locations and performance dates are to be determined.

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 up to a total of 15 classes at \$200/class up to a sum not to exceed \$3,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

8. **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.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail: Avalon Educational Institute, 404 W Superior St, Duluth, MN 55802.

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

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

12. **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.

13. **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.

14. **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.

15. **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.



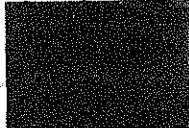
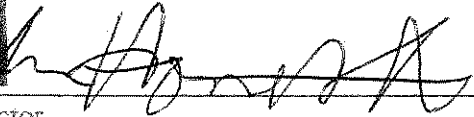

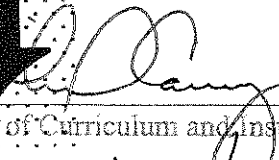


16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

 _____ Martin Markus	 _____ SSN/ Tax Identification Number	<u>2-25-16</u> Date
 _____ Pro Director	 _____ Director	<u>3/2/16</u> Date
 _____ Director of Curriculum and Instruction	 _____ Director of Curriculum and Instruction	<u>3/8/16</u> Date
 _____ Director of Business Service / Superintendent of Schools	 _____ Director of Business Service / Superintendent of Schools	<u>3/9/16</u> Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Thunder, 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)*

- Dates of Service.** This Agreement shall be deemed to be effective as of April 18, 2016, and shall remain in effect until May 10, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
- Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2,400. 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.*
- Requests for Reimbursement.** Contractor shall request reimbursement on a final day of the residency - May 10, 2016 (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
- 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.
- 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.
- Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 315 N. Lake Ave #406, Duluth, MN 55806
(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Jonathan Thunder
Name

Clerk

Artist in Residency
Title Date

[Signature]
Program Director

[Redacted]
Taxpayer Identification Number

W. Hanson
Director of Budget and Finance

[Signature]
Signature Date

2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)

Jonathan Thunder's contract is paid from the "Perpich Grant" - Regional Center Grant for Northeast Minnesota from Perpich Center for Arts Education. Teri Akervik is the coordinator/supervisor for this grant in NE MN and may be contacted at 218-336-8700, ext. 1035.

\$2,400 - vendor contract stipend which includes the residency fee, mileage and meals.

Dates of service: April 18, April 19, April 26 May 3 and May 10. All dates are 10:00-3:15 except for the 10th which is 10:00 - 6:30 (for teacher workshop).

Project description: Mr. Thunder will serve as an Artist In Residence teaching high school digital art students how to create animation using After Effects software at South Ridge School. He will also work with the Art Specialist at South Ridge to help develop curriculum for the software program. Mr. thunder will provide a professional develop workshop for Art teachers in surrounding schools on May 10th.

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of February, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Fiber Handcrafters Guild _____, 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 Feb. 19, 2016, and shall remain in effect until March 5, 2016, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 700.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. ***This Agreement will not be approved unless TIN is provided.***
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a _____ (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

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

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to

KATHRYN SITTER 2175 E. PIONEER RD., DULUTH, MN 55804
(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

KATHRYN SITTER KS.
Name

Clerk

PRESIDENT DFHG 3-1-16
Title Date

Program Director

~~XXXXXXXXXX~~
Taxpayer Identification Number

Bill Hanson
Director of Budget and Finance

Date



February 19, 2016

To: Carolyn Olson

NE MN Perpich Grant - Attn: Teri Tkervik

From: Duluth Fiber Handcrafters Guild

RE: Invoice for Northeast Art Teacher Workshop

Date of Workshop: March 5, 2016

Teacher Stipend for 2 Guild Teachers @ \$150 each	\$300.00
---------------------------------------------------	----------

Workshop Materials Fee which includes tote bag, handouts, morning coffee, 7 felting/dyeing/weaving projects, 2 looms, yarn and demonstration supplies	\$400.00
-------------------------------------------------------------------------------------------------------------------------------------------------------	----------

Workshop Total/ Balance Due \$700.00

Please make payment to: Duluth Fiber Handcrafters Guild

Remit day of workshop or mail to: DFHG Attn: Kathryn Sitter

2175 E. Pioneer Rd.

Duluth, MN 55804

UNIVERSITY OF MINNESOTA

SECOND AMENDMENT TO USE AND SERVICES AGREEMENT

THIS SECOND AMENDMENT TO USE AND SERVICES AGREEMENT (the "**Amendment**") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**").

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015 (the "**Agreement**"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "**Clinic**") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients.

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2016 and ending June 30, 2017, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.
4. The License Fee for the annual renewal beginning July 1, 2016 will be \$110.25 per month and the Calibration Fee will be \$207.08 per month. All other fees remain unchanged.
5. University will have no obligation to provide secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.
6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy.

7. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By: _____

By: WCHanson

Name: Susan Carlson Weinberg

Name: Bill HANSON

Title: Director of Real Estate

Title: CFO

Date: _____

Date: 3/22/2016

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: March 14, 2016

Re: Quote # 4235 – Secure Entrance Modifications at Historic Old Central High School

Attached are two (2) copies of the Agreement between Independent School District #709 and St. Germain's Glass Company to provide labor and materials for the Historic Old Central High School secure entrance modifications per Quote #4235. The total estimated cost of this service is \$19,630.00.

I am recommending approval of the agreement with St. Germain's Glass Company. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and St. Germain's Glass Company, 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 March 1, 2016, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide labor and materials for the Historic Old Central High School secure entrance modifications per St. Germain's Glass Company Proposal dated February 26, 2016. Work to be performed under the direction of Independent School District #709 and Donald Holm Construction Company.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's response;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$19,630.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: St. Germain's Glass Company, 212 North 40th Avenue West, Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

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

23. **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.

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 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

WC Hanson

CFO/Executive Director of Business Services

ST. GERMAIN'S GLASS COMPANY

[Signature]

By

General Manager

Title

[Redacted]
Taxpayer Identification Number

Memorandum

To: **Bill Hanson**

From: **Kerry M. Leider**



Date: **March 18, 2016**

Re: **Quote # 4236 – East High School Event Management Door Modifications**

Attached are two (2) copies of the Agreement between Independent School District #709 and St. Germain's Glass Company to provide labor and materials for the East High School event management door modifications per Quote #4236. The total estimated cost of this service is \$10,947.00.

I am recommending approval of the agreement with St. Germain's Glass Company. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 2016 by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and St. Germain's Glass Company, 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 March 11, 2016, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Quote #4236 - *Provide labor and material for the Duluth East High School Event Management Door Modifications per St. Germain's Glass Company Proposal dated March 7, 2016. Work to be performed under the direction of Independent School District #709 and Donald Holm Construction Company.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Quotes and Contractor's response;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$10,947.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: St. Germain's Glass Company, 212 North 40th Avenue West, Duluth, MN 55807

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

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

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

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

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

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

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Supervisor of Maintenance and Construction

23. **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.

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 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

WC Hanson

CFO/Executive Director of Business Services

ST. GERMAIN'S GLASS COMPANY

Robert McCab

By Robert McCab

General Manager

Title

[Redacted]
Taxpayer Identification Number

Memorandum

To: **Bill Hanson**

From: **Kerry M. Leider**



Date: **March 11, 2016**

Re: **Engineering Services for the Historic Old Central High School Gym Ceiling Renovations – Foster Jacobs & Johnson, Inc.**

Attached are two (2) copies of the Agreement between Independent School District #709 and Foster Jacobs & Johnson, Inc. to provide engineering services related to the Historic Old Central High School gym ceiling renovations. The total estimated cost of this service is \$3,900.00.

I am recommending approval of the agreement with Foster Jacobs & Johnson, Inc. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of February 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Foster, Jacobs & Johnson, 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 February 19, 2016, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide Mechanical and Electrical Engineering Services related to the Historic Old Central High School gym ceiling renovations per FJJ Proposal dated February 16, 2016.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Proposal;
 3. Contractors Insurance Policy; and
 4. Any other documents identified by ISD 709.
4. **Background Check .** N/A
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$3,900.00. Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 reserves the right to offset any overpayment or disallowance of any

item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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

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

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

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

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

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Foster, Jacobs & Johnson, Inc., 525 Lake Avenue South Suite 222, Duluth, MN 55802

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

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

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

accordance with the laws of the State of Minnesota without regard to conflict of laws considerations.

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

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

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

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

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

23. **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
INC.

WCHanson

CFO/Executive Director of Business Services

FOSTER, JACOBS, & JOHNSON,

WV

By

Treasurer

Title

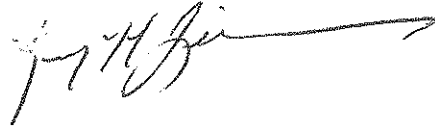
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Taxpayer Identification Number

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: March 17, 2016

Re: Special Inspections and Testing Services for the Denfeld High School CTE Addition

Attached find two (2) copies of the Agreement between Independent School District #709 and Braun Intertec Corporation to provide special inspections and testing services for the CTE addition at Denfeld High School. The total estimated cost of this project is \$7,424.00.

I am recommending approval of the contract with Braun Intertec Corporation to provide testing and inspection services. If you concur, please sign both copies of the proposal and return them to the Facilities Management office for processing.

Attachments

March 16, 2016

Proposal QTB035418

Mr. Kerry Leider
Independent School District #709
215 North First Avenue East
Duluth, MN 55802

Re: Proposal for Special Inspection and Testing Services
Denfeld High School CTE Addition
4405 West 4th Street
Duluth, Minnesota

Dear Mr. Leider:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the proposed Career Technical Education addition to Denfeld High School in Duluth, Minnesota.

Our Understanding of Project

We understand this project will include the construction of a 2,100 square foot addition to the existing Denfeld High School. The design of the addition is to utilize the west courtyard by constructing a masonry wall across the courtyard and enclosing the courtyard with steel framed roof structure supported on structural steel columns and cast in place concrete footings. The interior floor of the addition will be a grade supported concrete slab. Included in the project is the removal of existing storm drain in the courtyard and extending the existing storm drain to accommodate the addition.

Available Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Architectural Resources Inc. (ARI), dated February 23, 2016.
- Project specifications prepared by ARI, dated February 23, 2016.
- Discussions with you regarding special inspection and testing requirements.

Other than the references cited above, Special Inspection and Testing Schedule, construction schedule, or geotechnical report were provided to help us prepare this proposal.

Overview of Procedures and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors will provide our special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the building code, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of their special inspection activities, at the time they are performed, on Special Inspection Daily Report forms. These records are transmitted electronically to those who may want to review these documents on an agreed upon schedule.

When required, the Special Inspection Daily Report forms will be accompanied by a tabulation titled Summary of Discrepancies Needing Correction or Review by the Design Engineer or Architect. This tabulation will list the items that are determined to be in conflict with the project documents and have not been corrected by the contractor. The summary will include resolutions when the design team provides them. An updated copy of the tabulation will be submitted each time an existing discrepancy has been resolved or a new one is recorded. Special inspection procedural and final reports for structural steel inspections and non-structural steel inspections will be prepared and submitted periodically or at the end of our involvement with the project according to the requirements of the building code.

Communications

Our special inspectors will communicate the results of their inspections back to our supervising engineer each day special inspections are performed. It is important for our special inspectors to develop a working relationship with the project's structural engineer-of-record. We will be in contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it. These requests, and their responses, can also be sent to the owner, the project design and construction teams, and other interested parties, such as the building official, as needed.

Efficient Staff Use

Cross-utilization of personnel on a project is an excellent means to provide efficiencies and to economize inspection and testing costs. As a result, most of our special inspectors hold certifications in several areas, as well as being certified to use a nuclear gauge for soil density testing, and are generally ACI

Concrete Field Testing Technician – Grade I certified. The ACI Grade I certification, or equivalent, is also requirement of the American Society of Testing and Materials (ASTM) to cast concrete test cylinders.

Construction Materials Testing

We will commit that each concrete technician assigned to this project will be ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing, and that each soil technician will be certified to use a nuclear gauge for soil density testing, so that the test results can be determined on site and evaluated once the required laboratory testing is completed.

Scope of Services

ICC certified *special inspectors*, or qualified technicians working under the direction of ICC certified special inspectors, will provide the required special inspection services under the direction of a licensed professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by the general contractor. The special inspectors or qualified technicians will perform the specified construction materials testing services on an on-call basis as scheduled by the general contractor. After reviewing the available information, to determine compliance with the project plans and/or specifications, other design or construction documents and applicable ASTM and other industry standards, we interpret our scope of services for this project will be limited to the tasks defined below. *Special inspections are italicized.*

Soil Related Services

- *Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered by soil borings associated with referenced geotechnical reports, and suitable for support of excavation backfill, additional required fill, and the project's structural design loads.*
- Perform laboratory mechanical analyses of prospective fill and backfill materials.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry densities and optimum moisture contents of prospective backfill and fill materials.
- *Observe the placement and compaction of backfill and fill.*
- Test compacted backfill and fill placed below building footprints and oversizing areas, below slabs and/or pavements, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- *Observe concrete reinforcement placement.*
- *Observe the general placement of bolts and other embeds in the plastic concrete.*
- *Observe the concrete placement and test sample preparation.*

- Sample and test the plastic concrete for slump, air content, temperature, and unit weight.
- Prepare test cylinders for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

Structural Masonry Related Services

- *Observe the structural masonry construction and grouting operation on a periodic basis.*
- *Observe the preparation of grout samples.*
- Perform structural masonry grout testing.
- Perform structural masonry mortar testing.
- *Observe the preparation of prisms.*
- Perform structural masonry prism testing.

Structural Steel and Fireproofing Related Services

- Observe and test the structural steel welded and bolted connections.
- *Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections and the placement of shear studs.*
- *Observe and document the installation of the base plate anchor bolts.*
- *Observe the installation of drilled-in-place, epoxy secured anchor bolts.*
- *Observe and test the spray-applied fireproofing for thickness, density and bond strength.*

Pavement Related Services

- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous or concrete pavement.
- Perform laboratory mechanical analyses of aggregate base material samples.
- Perform laboratory Proctor tests to determine the maximum standard Proctor dry density and optimum moisture content of the aggregate base material.
- Test compacted aggregate base material to determine if the relative compaction was achieved.

- Sample and test the plastic concrete for slump, air content, temperature, and unit weight.
- Prepare test cylinders of concrete for laboratory compressive strength testing.
- Perform laboratory compressive strength testing of the concrete samples.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services and service management including scheduling of our field personnel, review of field reports, and communication with the contractor, owner, building official and design team.

Cost

We will furnish the services described in this proposal for an estimated fee of **\$7,424**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if timeframes are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours spent on the project and the units tested.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Additional Services

It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed herein, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. *Please sign and return a copy to us in its entirety.*


The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule.


We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Joe Butler or David Morrison at 218.624.4967.

Sincerely,

BRAUN INTERTEC CORPORATION


David E. Morrison, EIT
Staff Engineer

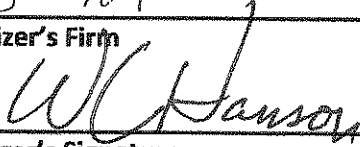

Joseph C. Butler, PE
Associate Principal / Senior Engineer

Attachments:
Estimated Cost Tabulation
General Conditions Inspections (9-1-13)

The proposal is accepted, and you are authorized to proceed.

ISD# 709

Authorizer's Firm



Authorizer's Signature

Bill Hanson

Authorizer's Name (please print or type)

CFO

Authorizer's Title

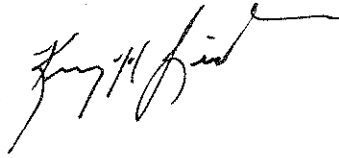
3/21/16

Date

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: March 25, 2016

Re: Engineering Services for the Historic Old Central High School Technology Closet Cooling Systems

Attached are two (2) copies of the Agreement between Independent School District #709 and Foster, Jacobs and Johnson, Inc. for engineering services related to the design and construction observation of dedicated cooling systems for two technology closets at Historic Old Central High School. The total estimated cost of this service is \$2,800.00.

I am recommending approval of the agreement with Foster, Jacobs & Johnson, Inc. After review and if you concur, please sign both copies of the Agreement and return them to the Facilities Management office for processing.

Attachments

AGREEMENT

THIS AGREEMENT made and entered into this 18th day of March, 2016, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Foster, Jacobs & Johnson, 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 March 18, 2016, and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *Provide professional engineering services for the design and construction observation of dedicated cooling systems for two technology closets at Historic Old Central High School per FJJ Proposal dated March 17, 2016.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractor's Proposal and response;
 3. Contractors Insurance Policy; and
 4. Any other documents identified by ISD 709.
4. **Background Check .** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,800.00. 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 Kerry M. Leider, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Foster, Jacobs & Johnson, Inc., 525 Lake Avenue South, Suite 222, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

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

21. **Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
William Hanson	Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Supervisor of Maintenance and Construction

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

FOSTER, JACOBS & JOHNSON, INC.

WCHanson

[Signature]

CFO/Executive Director of Business Services

By

[Signature]

Title

[Redacted Signature]

Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this ___24___ day of ___February___, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and ___Dr. Kathy Thomsen___, 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)*

- Dates of Service.** This Agreement shall be deemed to be effective as of ___Feb. 24, 2016___, and shall remain in effect until ___March 5, 2016___, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- Performance.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
- 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 \$ 600 outlined as follows:** \$200 to lead sessions. \$200 for mileage and \$200 for hotel/meal cost-___. 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.***
- Requests for Reimbursement.** Contractor shall request reimbursement on a ___date of service___ (Monthly, quarterly, other - *please describe*) basis, using either the District Invoice (included as Attachment A) OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
- 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.
- 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.
- Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the

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

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Bill Hanson, Director of Budget & Finance, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1733 James Ave. St. Paul, MN 55105

(Mailing address, including zip code)

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR

Chair

Kathy Thomsen
Name

Clerk

Professor, Hamline Univ. 3/18/16
Title Date

Program Director

~~XXXXXXXXXX~~
Taxpayer Identification Number

Director of Budget and Finance

3/29/16

Date

Kathy Thomsen Contract for Perpich Grant Workshop - March 5, 2016

Plan and present workshop sessions for area music teachers on March 5, 2016 at East High School as part of the Perpich Center Regional Grant project for NE MN.

Dr. Thomsen will provide staff development training to regional music teachers in Moving in the Elementary Music Room and Choral Rehearsal Techniques.

\$200.00 - paid to lead two sessions

\$200 - mileage cost estimate @.54 cents/mile from Twin Cities

\$200 - hotel & meals estimate

\$600 total payment (estimate)

AGREEMENT

THIS AGREEMENT, made and entered into this March 18, 2016, by and between Independent School District #709, a public corporation, hereinafter called District, and Maxwell Kelsey, 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 03/18/16, and shall remain in effect until 06/30/16, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Max will construct 30 Indigenous style Lacrosse Sticks for American Indian Education. Educational and Teacher in-service related to American Indian State Standards. The fee will be \$2250.00 for 30 hand- made Lacrosse sticks.
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 \$2250.00 Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail
Name and address of person MAXWELL KEISEL
124 29TH ST. BERNICHI, MN. 55601

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.

Maxwell Kelsey
Contractor Signature

[REDACTED]
SSN/ Tax Identification Number

3/29/16
Date

[Signature]
Program Director

3/24/16
Date

[Signature]
Director of Curriculum and Instruction

3/28/16
Date

[Signature]
Director of Business Service / Superintendent of Schools

3/29/16
Date