

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of November 2014 by and between Independent School District #709, a public corporation, hereinafter called District, and Yuling Lee 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 November 24, 2014, and shall remain in effect until June 30, 2015 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. Chinese Language Translation and Interpretation Services for a Duluth Head Start Family at the rate of \$20.00 per hour.**
- 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 \$10,000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
- 4. Requests for Reimbursement.** Contractor shall request reimbursement on a monthly basis. This invoice must be submitted within 10 days of the end of the month being billed for.
- 5. Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
- 6. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
- 7. Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Duluth Head Start, ISD 709, 2102 N. Blackman Avenue, Duluth, MN 55811. 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 516 E. 4th St. Duluth MN 55805

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/Date

Name

Yulmg Lee

Clerk/Date

Title/Date

Dec 15 2014

James M. Bee 12/19/14

Program Director/Date

Taxpayer Identification Number or
Social Security number

W. C. Hanson

Director of Budget and Finance/Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of September 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Mitchell Kocak, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/2/14, and shall remain in effect until 5/30/15, 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.**
 - I. Restorative Learning Training (OR SEE ATTACHED)
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 in performing said obligations up to a sum not to exceed \$3000.00. 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 basis, using the District Invoice attached as Attachment A. This invoice must be submitted within 30 days of the end of the month being billed for.
5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
6. **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.

OK
EB

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of _____, ISD 709, Duluth 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: _____

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)

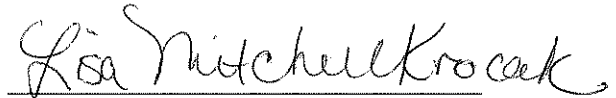
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



Program Director



Contractor Signature



CFO/Executive Director of Business Services

Taxpayer ID Number

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of December, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Christina Trok, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 16, 2014, and shall remain in effect until June 30, 2015, 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.** Classroom presentations for students and Professional Development presentations for staff on Diverse Perspectives - African American Culture
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 at a rate of \$200.00 per presentation, up to a sum not to exceed \$2,000.00. 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. **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: Christina Beatrice Trok, 4921 West Pioneer Road, Duluth 55803.

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.

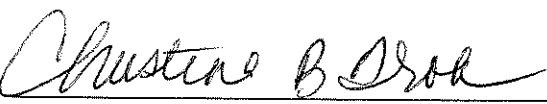


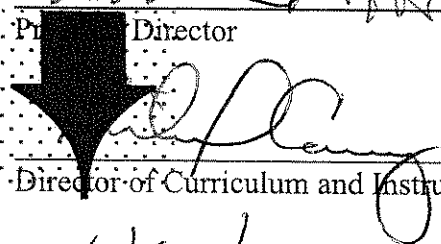

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

		12-18-14
Signature	SSN/ Tax Identification Number	Date
		12/17/14
Director		Date
		12/18/14
Director of Curriculum and Instruction		Date
		12/19/14
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of November, 2014, by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Fribley, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 11, 2014, and shall remain in effect until March 31, 2015, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Objective

Participants will use the OWL Early Literacy Curriculum to support intentional instruction in print awareness, alphabet knowledge, phonological awareness, comprehension, oral language, and background knowledge. Up to 2 days of on-site professional development, November 17, 2014 and a possible future date in the late winter if necessary.

November 17 – One Day Training

- **Elements of Early Literacy and OWL Curriculum Overview**
- **Story Book Reading for Comprehension and Vocabulary**
- **Morning Meeting – Scaffolding Children’s Play**
- **Group Activities for Phonological Awareness and Alphabet Knowledge – Songs, Word Play, and Letters**
- **Information Text for Background Knowledge and Genre Experience – “Let’s Find Out About It”**

3. **Background Check .** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5000. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of Pam Rees, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail 423 16th Ave N Saint Cloud, MN 56303-3952.

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

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

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

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

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

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

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

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

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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

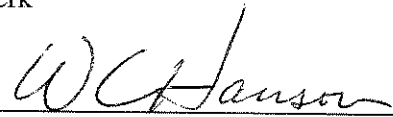
CONTRACTOR


Chair


Jonathan Fribley

Clerk

Proprietor, Education Consulting
Title


Director of Business Service


Taxpayer Identification Number

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER

RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

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

Organization/Company Name: **Duluth Public Schools**
(hereinafter referred to as the "Permittee")

Address: **ALC, 215 N. 1st Avenue E, Duluth, MN, 55802**

Telephone: **218-336-8700, extension 1162**

Contact Name: **Brenda VanDell**

For the Sole Purpose of: **ALC/ABE/GED Graduation**

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

June 2, 2015 (Tuesday)

Symphony Hall

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

\$2,590.00 (Two Thousand Five Hundred Ninety Dollars and no cents)

Plus the following:

Additional Microphone: \$29.00

DECC Screen/AV Cart: \$50.00

DECC Upright Piano: \$100.00, plus tuning at current rate

DECC Parking Passes: \$5.00 each, or current rate

Equipment List and Audio-Visual - (Effective 1/2015) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required seven (7) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

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

running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

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

Dated this 21st day of November, 2014

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____

Executive Director
Duluth Entertainment Convention Center
(DECC)

WCHanson

Permittee Signature

CFO

Permittee Title

12/4/14

Date



CONTRACT FOR PURCHASE OF CIRCLE OF SECURITY©
Clinical Supervision

This contract, entered into this day September 1, 2014 by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Glen Cooper, LP,** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented of training in the **Circle of Security©;**

Whereas the AGENCY is duly qualified to perform these services for Habitat Program.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:

Staff training and development in assessment and intervention training, ongoing supervision and technical assistance in Circle of Security to Habitat staff up to 5 hours a week at a cost of \$150 per hour;

2. The AGENCY shall perform these services electronically to staff at Habitat.

3. The approximate date the service will begin is September 1, 2014, and

shall not extend beyond June 30, 2015; the contract not to exceed a total cost of \$3,000.

4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as

follows: **Upon receipt of quarterly/annual billing statement**

5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows:

The Circle of Security© trainer will build upon previous themes learned by Habitat staff in training in Circle of Security Parenting Reflection, Circle of Security Assessment and Treatment Planning, and Circle of Security Preschool and High School Approach. The trainer will provide distance training and ongoing supervision and technical assistance in the Circle of Security© intervention protocol. Central to the supervision will be a focus upon access to a systematic approach for evaluating parental states of mind using the Circle of Security Interview, identifying precise

Page 2 - Contract for Purchase of Circle of Security© supervision

strengths and lynchpin difficulties in parent/child interactions using Ainsworth's Strange Situation, creating specific intervention plans tailored to the unique themes of each parent/child dyad, and supervision of the implementation a detailed protocol addressing core intervention themes. All training will be done within the context of the 'learner-friendly' accessibility provided by the Circle of Security Protocol. The underlying focus will be upon teaching a practical application for intervention with parent/child dyads (birth to five years). Central to this approach will be an emphasis upon differential diagnosis. Supervision will lead to certification as a Circle of Security Provider. Themes central to the training outcomes will include building observational skills via video review; building reflective functioning via video review; and dyadic regulation of affects as the foundation of treatment.

6. Either party may terminate this agreement as follows: Thirty (30) days written notice or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

.....
SIGNED:

Glen Cooper MA
Name of Agency

By Glen Cooper
Authorized Agent

11/19/14
Date

.....
INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota
W. Hanson
C.F.O. Executive Director of Business Services

Date 12/3/14

.....

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: December 19, 2014

Re: Personal Property Auction Contract – Nordic Auction Company, Inc.

Attached is a copy of the Personal Property Auction Contract between Independent School District #709 and Nordic Auction Company, Inc. for the sale of miscellaneous district property stored at STC Main. The total estimated auctioneer's fee for these services will be 20% of the proceeds from the sale.

I am recommending approval of the agreement with Nordic Auction Company, Inc. After review and if you concur, please sign the Agreement and return it to the Facilities Management office for processing.

Attachments





PERSONAL PROPERTY AUCTION CONTRACT



Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this 10th day of Dec, 2014 between
Duluth Public Schools
 of I.S.D. #709, hereafter called Seller,
 and NORDIC AUCTION CO., Inc., hereafter called Auctioneers.

The auctioneer hereby agrees to use his professional skill, knowledge, and experience to the best advantage of both parties in preparing for and conducting the sale.

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn auctioneer shall receive full commission on the item.

The auction is to be held at 808th E. Central Entrance Duluth, MN.
 on the 17th day of JAN, 2015. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

The seller covenants and agrees that he has good title and the right to sell, and said goods are free from all incumbrances except as follows: (if none WRITE NONE) NONE

Item	Mortgage or Lein Holder	Address	Approximate Unpaid Balance
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

Seller agrees to provide merchantable title to all items sold and deliver title to purchasers. Seller agrees to hold harmless, the auctioneers against any claims of the nature referred to in this contract.

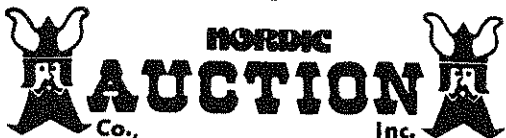
Seller agrees to pay all sale expenses including:

Auctioneer's Fee 20%
 Clerk's Fee 0
 Cashier's Fee 0
 Other Personnel 0
 Advertising Actual

Other _____
 (x) Jonas S. Ewald
 (Auctioneer's Signature)

(x) W.C. Hanson 218/336-8704
 (Seller's Signature) (Telephone)

(x) _____
 (Seller's Signature) (Telephone)



14 Royalton Road, Superior, WI 54880
 715/392-2542

Auctioneers • Liquidators • Appraisers

Memorandum

To: Kerry Leider
Bill Hanson

From: Dave Spooner *Dave Spooner*

Date: December 19, 2014

Re: Metasys ADX Software Subscription

Please find attached an agreement with JCI to provide a 3 year subscription / agreement for our new District Wide JCI Energy Management Software.

Since I am not fully aware of how a subscription of this nature works, I have asked Corey Karren and Bart Smith to review. Both have indicated to me that this is standard, appropriate, and typical for District software of this nature. It appears most if not all software the district owns do have similar agreements. From what I have learned, this subscription will keep us up to date with patches, security, and upgrades, which if bought separately would be at a much higher cost. I have attached some general info from our JCI representative Nathanael Opperud for review if required.

With that, I am recommending we enter into agreement for this 3 year software subscription.

We do however have two options to pay for this. One would be pay in full now, but I asked if there was an option to "pay as we go", and learned that they would be willing to add this agreement as a change order to our 5 year chiller planned services agreement and pay quarterly for the next 3 years.

Please let me know if you have questions, as well as which option you prefer for payment that I move forward with. I will be available for discussion as required.

Thank you.



Duluth MN Common Branch - 0N51
 4627 AIRPARK BLVD
 DULUTH MN 55811-5750
 PH: (866) 211 3536
 FAX: (218) 727 7945

Proposal

TO: INDEPENDENT SCHOOL DISTRICT
 709
 215 N 1ST AVE E
 DULUTH, MN 55802

Date: 11/24/2014

Quote Ref: 1-7HO8UMO
Project Name: Duluth Schools Metasys Subscription
Site: INDEPENDENT SCHOOL DISTRICT 709
 730 E CENTRAL ENTRANCE
 DULUTH, MN 55811-15578

ATTN: Dave Spooner

We propose to furnish the materials and/or perform the work below for the net price of: \$9,346.00

For the above price this proposal includes:

1. Three-year Metasys ADX 10 User Software Subscription.

This proposal DOES NOT include:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.
4. Installation labor is not included with this pricing
5. SQL software; The customers is responsible to provide current SQL as needed.

Important: This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 12/24/2014

INDEPENDENT SCHOOL DISTRICT 709

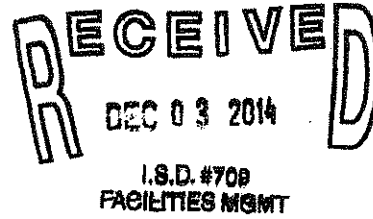
Signature: Bill Hanson
 Name: BILL HANSON
 Title: CFD
 Date: 12/22/14
 PO: _____

Johnson Controls

Signature: Nathaniel Spence
 Name: Nathaniel Spence
 Title: SW
 Date: 11/24/14

(IMPORTANT): This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

Johnson Controls, Inc.
4627 Airpark Boulevard, Duluth, MN 55811
Tel 218 727 8996 Fax 218 727 7945



IDS 709
215 N 1st Ave N
Duluth, MN 55802

December 1st 2014

Re: Software Subscription

Dear David Spooner,

Thank you for your recent inquiry in regards to purchasing a software subscription. We appreciate the opportunity to partner with you. District Information Technologists typically prefer to purchase software subscriptions for the following reasons.

Keeping your Metasys software current provides three basic benefits:

1. Keep up with security risks
2. Keep up with the latest features and benefits
3. Reduced energy costs; and reduced software costs

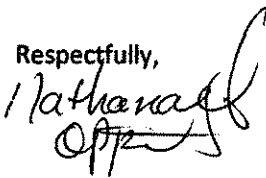
In this day and age of security breaches; it is important to keep your software current. Operating system manufacturers are trying to keep on top of the latest global threats. This evolution of change forces software developers to continue to evolve and update their software. Our software engineers are committed to helping our customers achieve their security goals by providing both major releases and minor releases as needed. Having a software subscription allows you to receive timely updates as they're released from the factory.

Keeping your Metasys system up to date with a software subscription allows you to take advantage of the latest technologies as they become available. Through the years our software engineers have continued to provide the very best in class; in energy and system management tools. This is accomplished through the innovation of new software developments, such as chiller plant optimization 10 and Ready Access Portal (RAP). This is accomplished through the integration of multiple platforms, including card access, "School Dude", "Facility Dude" and many security platforms. Finally this is accomplished through innovative ways of monitoring and controlling energy use through, energy essentials and panoptix.

Purchasing a Metasys subscription allows end users to purchase software updates at a significantly reduced price. To purchase an ADX software upgrade outside of a subscription will cost at present value \$7,820 per update. We generally see a major release every two years and at least one minor release every year. Over the course of three years you can expect to pay over \$24,000 to keep your software current. Purchasing software through a subscription on a 3 year plan will allow the district to realize over \$14,654 in savings over purchasing individual software upgrades.

As Metasys continues to grow and evolve we want to see our end users continue to grow and develop with it. Thank you again for choosing Metasys building automation products. We value our partnership and look forward to continuing to work with you both now and into the future.

Respectfully,

A handwritten signature in black ink, appearing to read "Nathanael Opperud". The signature is written in a cursive style with a large, sweeping initial "N".

Nathanael Opperud
Duluth Service Manager