



201305072687741
201305072687741



<i>Filing Purposes Only:</i>	
Customer Name in Billing:	_____
Customer Account #:	_____
Proposed Installation Date:	_____

SERVICE ORDER

Under the Charter Business Special Services Master Agreement

THE PARTIES AGREE TO THE FOLLOWING SERVICE ORDER TERMS WHICH FORM A PART OF, AND ARE INCORPORATED INTO, THE CHARTER BUSINESS VOICE TRUNK SERVICES AGREEMENT EXECUTED BY THE PARTIES ON 2/24/12:

INTO THE SERVICE AGREEMENT:

CUSTOMER INFORMATION:

Account Name: Duluth Public Schools

Invoicing Address: 215 N 1st Avenue E, Duluth, MN 55802

Invoicing Special Instructions: Please invoice these charges on a Separate account and reference the attached Purchase Order number.

Customer Federal Tax ID#: _____

1. **SITE-SPECIFIC INFORMATION.** *Each Service Location requires a separate Service Order*

NEW RENEWAL CHANGE Specify: Mid-Contract Upgrade _____
Proposed Installation Date: 9/4/2013

Service Location (Address): 215 N 1ST AVE E, DULUTH, MN 55802-2058

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

Customer Initial WJH

Service Period: 1 months

Charter provided:

Charter will install the Charter Business Voice Trunk Service (T1 PRI) into each customer Service Location as listed in the Service Order(s). The parties hereby acknowledge that Charter will also supply Facilities at each Service Location that will be capable of providing the Service(s) as specified in the Service Order(s).

Charter will terminate any necessary fiber-optic cable required for use of the Service on a patch panel at an agreed upon Minimum Point of Penetration (MPOP) fifty (50) feet within each Service Location, pursuant to the terms of a separate agreement entered into by the parties. If more than fifty (50) feet of fiber-optic cable is required to reach Customer's telephone room, the Customer shall be responsible for any additional costs that may be incurred for internal wiring.

Customer Provided:

The Customer will make available to Charter a building ground connection at each Service Location that meets current electrical codes for the placement of a fiber-optic patch panel and/or other Facilities and Charter Business Voice Trunk Service (T1 PRI) equipment. It is recommended that the Customer provide a separate 20 Amp 110V AC circuit for the edge electronics and/or other Facilities that is powered by a UPS system.

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Bart Smith, Technology Manager	
Phone		218-336-8754	
Fax		218-336-8772	
Cell			
Pager			
Email		Bart.smith@duluth.k12.mn.us	

MONTHLY SERVICE FEES:	
CB Voice Trunk Services:	
Total T1 MRC: T1 Quantity: _____	_____
Total DID 20 MRC: T1 DID 20 Quantity: _____	_____
Total DID 100 MRC: T1 DID100 Quantity: _____	_____
Long Distance Service:	_____
CB Toll Free Number Information:	
BT: Toll Free Numbers Monthly Fee: BT: Quantity Toll Free Numbers: _____	_____
BT: Toll Free Features Monthly Fee: BT: Toll Free Features: _____	_____

Customer Initial WST

BT: Toll Free Directory Listing Fee: BT: Toll Free Directory Listing: _____	_____
Related Services:	
Additional Listing:	35
Additional Services: _____	
TOTAL MONTHLY SERVICE FEES	

ONE-TIME CHARGES:	
Additional Outlets to Install: _____	_____
Wall Fishes: _____	_____
Other Services Provided: _____	_____
One-Time Construction Fee: _____	_____
One-Time Standard Installation Fee: _____	_____
ONE-TIME CHARGES \$0.00	

2. TOTAL FEES.*

Total Monthly Service Fees of \$175.00 are due upon receipt of the monthly invoice.*

Total One-Time Charges of _____ are due with payment of the first monthly invoice.*

** Customer understands and agrees that pricing set forth herein is unique to the Customer and is Charter confidential information.*

3. **CHARTER ENTITY** (providing the Service(s) described in this Service Order): **Charter Advanced Services (MN), LLC**
4. **SERVICE PERIOD.** For those Services provided hereunder which have an initial Service Period identified above, upon expiration of the initial Service Period, this Service Order shall automatically renew for successive month-to-month terms and Charter may apply its then-current applicable business rates, unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current Service Period.
5. **ADDITIONAL INFORMATION.** Customer understands and agrees that installation of the Service(s) described in this Service Order will not occur until Customer provides the following completed documents to Charter: (i) Charter Business Voice Trunk Configuration Sheet; (ii) Charter Business Voice Trunk DID Sheet; and (iii) Charter Business Voice Trunk Directory Listing Sheet. Customer's Long Distance minutes to Alaska, Hawaii, Canada, Puerto Rico, intrastate long distance or calls to local access providers charging higher than the four then-current largest ILECs within the U.S. Minutes shall not exceed 10% of its total Long Distance from Charter within a one-month billing cycle. Notwithstanding anything to the contrary stated in this Agreement, in the event Customer's usage of the aforementioned Services exceeds the 10% limitation in any one-month billing cycle, Charter shall have the right to suspend, upon twenty-four (24) hours notice (via telephone and/or email), the affected Service(s). Customer shall have (7) days to notify Charter it has modified its assignment of long distance traffic before Charter restores Service(s). In the event Customer violates this provision more than two (2) times within twelve (12) months Charter will have the right to terminate the respective Service Order and/or the Agreement.
6. **EMERGENCY CALLING.** By executing this Service Order, Customer acknowledges that Customer's address for 911/E911 purposes shall be the Service Location to which Charter delivers Service(s) and Customer accepts any limitations on the 911/E911 functionality of the Service(s) as specified in the General Terms and Conditions and Product Attachment for Charter Business Voice Trunk Service (T1 PR).
7. **FACSIMILE.** A facsimile of a duly executed Service Order signed by both authorized parties shall be considered evidence of a valid Service Order and Charter and Customer may rely on such facsimile copy of the Service Order as if it were the original.
8. **E-RATE CONTINGENCY.** In the event Customer seeks federal E-rate subsidy for Services the Service Order will serve as a binding contract between Charter and Customer for submission to either (a) the Schools and Libraries Division of the Universal Service Administration Company, the entity appointed by the Federal Communications Commission ("FCC") to administer the Universal Service Program with respect to E-Rate funding under 47 C.F.R. § 54.504 or (b) some other entity appointed in the future by the FCC or otherwise designated under applicable law to perform such function. The requirement of performance of respective obligations hereunder by the parties, however, shall be contingent upon notification of (i) acceptance/approval of this Service Order by the Schools and Libraries Division (ii) an award of E-rate funding therefore by the Schools and Libraries Division as specifically provided below.

Customer Initial WCH

In the event of rejection of an application for award or an award which is less than the Customer requested E-rate funding, the Customer shall have the option of either (A) terminating the Service Order, in which case the Customer must negotiate in good faith with Charter the terms of a separate agreement under which services might be procured/provided or (B) paying Charter directly for any shortfall in amounts necessary to pay for any services already rendered and all Services going forward including the Installation Fee, Monthly Service Fees, any other amounts required hereunder. Customer must provide Charter with written notice of its election ((A) or (B)) hereunder within twenty (20) days of receiving notification from the Schools and Libraries Division regarding the award or rejection of an application for award of E-rate funding. In the event Customer's election notice is not received by Charter within twenty (20) days of the date of the award or rejection notification by the Schools and Libraries Division, option (B) above shall be deemed to have been chosen by the Customer and the Customer shall remain responsible for fulfillment of the obligations set forth in the Service Order thereafter. If Customer voluntarily withdraws or is involuntarily removed from the E-rate program regarding Services under this Service Order, Customer's obligations under this Service Order shall remain in full force and effect and the options related to E-rate above become null and void.

IN WITNESS WHEREOF, Charter and Customer agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives. The effective date of this Service Order is the latest date set forth with the signatures below.

By: Charter Advanced Services (MN), LLC

By: Charter Communications Inc., Its Manager

By: _____
Name: _____
Title: _____
Date: _____

Duluth Public Schools

By: William Hanson
Name: William Hanson
Title: Business Services Director
Date: 9/20/13

Charter Business Account Executive:

Name: Rob Petersen
Sales Code: _____

Telephone: (715) 563-2627
Fax: 866.915.5219 or 866.915.5220

Customer Initial WH

CB SPECIAL SERVICES MASTER AGREEMENT

PRODUCT ATTACHMENT

Government and Institutional Customer Addendum

1. **Applicability.** This Product Attachment is applicable only where Customer is a Federal, state or local government, an agency, department, division or subdivision of a Federal, state or local government, a hospital or health care facility, school or school district, or military installation and/or public safety agency. Charter's provision of Service(s) to Customer is expressly subject to all terms and conditions of this Product Attachment and Charter's Agreement with Customer. Notwithstanding anything in the Agreement to the contrary, in the event of a conflict or inconsistency between this Product Attachment and any other Product Attachment or the Agreement, the terms and conditions of this Product Attachment shall control.

2. **Conditions and/or Limitations of Service for Governmental Use.** Customer acknowledges and agrees that the Service(s) are provided by Charter subject to the following conditions and/or limitations:

2.1 **Directory Listings.** In the event Customer has selected "Blue Pages" on the Order, Charter will exercise commercially reasonable efforts to provide Customer with a specialized listing in the governmental section (i.e., "blue pages") of a printed telephone directory to the same extent that such specialized listings are provided by the incumbent telephone provider in the directory made available in Customer's area. Should Charter be unable to provide the ordered Blue Pages, Customer shall not be liable for applicable Blue Pages Monthly Service Fees until such time Charter is able to provide such Blue Pages. Charter shall not be in default of this Order if it is not able to deliver the Blue Pages.

2.2 **No Warranties.** Charter does not represent or warrant that the Service(s) will be uninterrupted or error-free, or that the Service(s) will be completely secure or meet Customer's requirements. The Service(s) are provided or performed on an "as is" and "as available" basis and are subject to commercial power failures, fiber cuts, acts or omissions of other service providers, and events outside of Charter's control that may limit the 24x7 availability of the Service(s).

2.3 **Specialized Reporting.** Except as provided in the Agreement, Charter does not provide specialized reports regarding the availability of, or components or systems comprising, the Service(s).

2.4 **911 Limitation of Liability.** In addition to the Limitation of Liability provided in the General Terms and Conditions, Charter shall not be liable for any claim or damages caused by or arising out of a failure to route calls, including 911 calls, due to (a) loss of power to equipment at the Customer premises, (b) failure of Customer or End User equipment on Customer's side of a demarcation point, (c) damage to any Charter equipment or Facilities caused by Customer, End Users or any third party, (d) a telephone number being assigned by Customer to an End User located

outside of the rate center associated with such telephone number, (e) the Customer or an End User attempting a 911 call from a location different from the Customer's Service Location provided to Charter by Customer, (f) Customer's Service having been cancelled or suspended for any reason (including suspensions or cancellations under the Agreement for failure to pay or other default), (g) Customer supplying incorrect or invalid Customer Service Location information to Charter or if such information is not updated in the event of a change in a Service Location, (h) errors or delays in the telephone number porting process, or (i) specialized entry or 911 requirements associated with a Customer Service Location.

2.5 **Other Contracts.** Customer represents and warrants that the Service(s) provided by Charter to Customer are not prohibited by, conditioned, limited or in any way subject to any contract, agreement, understanding or arrangement between Customer, including any Federal, state or local governmental entity or authority having jurisdiction or authority over Customer, and any other communications service provider.

2.6 **Special Customer Requirements.** Prior to ordering any Service or to requesting any addition, modification, upgrade, reconfiguration, rebuild or relocation of a Service at a given Customer Service Location, Customer shall provide written notice to Charter of (i) any Customer methods or requirements at the Customer Service Location regarding Service(s) or equipment installation, maintenance and repair (including any requirements for cabling and/or grounding), access to Customer's premises, or other similar business procedures, and (ii) any requirements for specialized equipment or materials at the Customer Service Location. Charter is not obligated to comply with such methods or requirements to the extent that such methods and/or requirements are not specifically described in a Service Order accepted by Charter related to such Customer order or request.

2.7 **Billing.** Except as provided in the Agreement, Charter does not provide specialized or customized billing arrangements, including without limitation, customized bill formatting, processing or payment arrangements.

By signing the Agreement, Customer acknowledges and accepts each of the foregoing conditions and/or limitations.

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD
CENTER COLLABORATION AGREEMENT
2013-2014**

1. THE PURPOSE OF THE COLLABORATION

- a. To offer Head Start and Early Head Start services in a full-day, full-year child care center.
- b. To coordinate the resources, skills and expertise of Head Start and YWCA Early Childhood Center staff in order to provide Head Start and Early Head Start services for families and children aged six weeks to five years of age.

2. BRIEF DESCRIPTION OF THE COLLABORATION

This collaboration provides for full-day, full-year childcare at YWCA Early Childhood Center, provided by the YWCA Early Childhood staff. Duluth Head Start will, in cooperation with YWCA Childcare staff, provide services as specified in the Head Start Performance Standards, in the areas of Health & Nutrition, Disabilities, Mental Health, Social Services and Parent Involvement. Early Head Start services for infants and toddlers and their families will be provided from July through June of each school year and Head Start services to preschool children and families will be provided from September through the first week of June in keeping with the 9 month school calendar. Head Start will provide periodic staff training to YWCA Early Childhood staff. All regulations and performance standards of Head Start, the Minnesota Department of Human Services Rule 3 for Child Care Centers and the National Academy of Early Childhood Programs will be met and maintained.

3. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS

- a. This Collaboration is between two distinct entities, the YWCA Early Childhood Center and Duluth Public Schools/Duluth Head Start.

- b. Key Contact Persons:

YWCA Early Childhood Center

-YWCA Executive Director

-Early Childhood Program Director

Duluth Head Start

-Duluth Head Start Director

**4. HEAD START PROGRAM RESPONSIBILITIES SERVING
HEAD START ELIGIBLE FAMILIES**

A. Child Health and Developmental Services (1304.20)

Description:

The Duluth Head Start Health Services Coordinator and the Duluth Head Start Disabilities Coordinator will ensure that, through collaboration with families, staff and health professionals, all child health and developmental concerns are identified and children and families are linked to an ongoing source of

Responsibility:

-Duluth Head Start
Health Coordinator

-Duluth Head Start
Disabilities Coordinator

-Duluth Head Start

-Duluth Head Start

continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

Director
-YWCA Early Childhood Program
Director

B. Education and Early Childhood Development (1304.21)

Description: The Duluth Head Start Collaboration Teacher/Advocate and other Duluth Head Start staff will work with the YWCA Early Childhood staff in the areas of curriculum development and documentation, individualization and child outcomes to meet Head Start performance standards. The role of the Duluth Head Start staff in this collaboration can best be described as that of a coach; supporting, challenging, introducing new strategies and ensuring compliance with Head Start performance standards. Screening tools are the Ounce, ASQ/ASQSE, Creative Curriculum and the DIAL.

-Duluth Head Start Education Coordinator
-Duluth Head Start Director
-YWCA Early Childhood Program
Director

C. Child Health and Safety (1304.22)

Description: The Duluth Head Start Health Services Coordinator will work with the YWCA Early Childhood staff to support healthy physical development by encouraging practices that prevent illness or injury, and by promoting positive, culturally relevant health practices. And to insure compliance with Head Start performance standards for health and medical requirements.

-Duluth Head Start Health Coordinator
-Duluth Head Start Director
-YWCA Early Childhood Program
Director

D. Child Nutrition (1304.23)

Description: The Duluth Head Start Nutrition Services Coordinator will work with the YWCA Early Childhood staff to provide for nutritional services that supplement and compliment those of the home and community, working with families to meet each child’s nutritional needs and to establish good eating habits and insure compliance with Head Start performance standards. Services will include training on food safety, family style food service and sanitation as well as family assistance with nutrition.

-Duluth Head Start Nutrition Coordinator
-Duluth Head Start Director
- YWCA Early Childhood Program
Director

E. Child Mental Health (1304.24)

Description: The Duluth Head Start Disabilities Coordinator will assist the YWCA Early Childhood staff and parents to secure services of mental health professionals and to develop a regular schedule of on-site mental health consultations involving mental health professionals, YWCA Early Childhood staff and parents and insure compliance with Head Start performance standards. Parents of Duluth Head Start infants, toddlers and preschoolers will be given the Ages and Stages questionnaire/Social Emotional (ASQSE) as an interview which will serve as a social /emotional screening.

-Duluth Head Start Mental Health Coordinator
-Duluth Head Start Mental Health Consultant
Duluth Head Start Director
- YWCA Early Childhood Program
Director

F. Family Partnerships (1304.40)

Description: The Duluth Head Start Collaboration Teacher/Advocate with support from the Duluth Head Start and YWCA Early Childhood staff will

Responsibility:
-Duluth Head Start

initiate family goal setting and will assist families in finding community services to help them meet their needs and insure compliance with Head Start performance standards. They will work with the childcare staff to facilitate monthly parent meetings, trainings, and communication and to secure a policy council representative.

Family Services
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:

Description: YWCA Early Childhood Center will provide full-day, full-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early Head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2013-2014 grant period, we will serve 21 children through this collaboration. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director, Duluth Head Start Collaboration Teacher/Advocate, Duluth Head Start Director and Service Area Coordinators will be responsible to monitor and insure compliance with all Head Start Performance Standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

5. PROGRAM DESIGN AND MANAGEMENT:

- A. The Duluth Head Start Director and YWCA Early Childhood Program Director shall each be responsible for the performance of their respective staffs. All staff members will follow rules and regulations of the Head Start performance standards and the Minnesota Department of Human Services Rule 3 for Child Care Centers.
- B. The Duluth Head Start Collaboration Teacher/Advocate and YWCA Early Childhood Program Director, with assistance from the Duluth Head Start program staff, are responsible for compliance with the facilities, materials and equipment Performance Standards.
- C. The YWCA Executive Director and Duluth Head Start Director will review this agreement at the start of each academic year and make any modifications necessary, as agreed upon by both parties.

6. PROGRAM COORDINATION EXPECTATIONS

A. Meetings between the, YWCA Early Childhood Program Director YWCA Site Manager and Duluth Head Start Collaboration Teacher /Advocate will be held at least monthly to discuss collaboration concerns, issues and progress and to insure clear communication between the two parties.

B. The Duluth Head Start Collaboration Teacher/Advocate will meet with each YWCA teacher once each month for the purposes of supporting the Duluth Head Start and YWCA Early Childhood program goals, objectives, and philosophy and mission statements, This support includes lesson planning, individualization, assessment and best practices in early childhood education and problem solving.

C. The Duluth Head Start Director, Service Area Coordinators and the YWCA Childcare administrative staff will meet at least quarterly for the purposes of reviewing progress, solving joint issues and concerns in support of this collaboration.

D. Communication between YWCA Early Childhood staff and the Duluth Head Start staff will be open and respectful. Problems and issues will be addressed in a constructive and inclusive manner. Problems may be resolved at the center level with the Duluth Head Start Collaboration Teacher/Advocate or YWCA Childcare Site Manager mediating and guiding discussion. Problems not resolved at the center level should be resolved by discussing them up the chain of command. The next step would be to include either or both the Duluth Head Start Director and YWCA Early Childhood Program Director and YWCA Executive Director and finally the Head Start Policy Council, Governing Board and the YWCA Early Childhood Board of Directors.

7. EVALUATION AND PROGRAM IMPROVEMENTS

A. Annual Self-Assessment of the collaboration: The Duluth Head Start Collaboration Teacher/Advocate, with assistance from the Duluth Head Start Director and YWCA Early Childhood Program Director and their respective staffs will formally solicit feedback from staff and parents involved in the collaboration. This assessment will be conducted in January of each year and will include areas needing improvement, an improvement plan and follow-up to be shared with the Duluth Head Start, YWCA Early Childhood Center staff, Duluth Head Start Policy Council and the YWCA Board of Directors.

B. State Head Start Monitoring: a Minnesota State Head Start Program officer will conduct on-site reviews and desk monitoring to insure compliance with Head Start Performance Standards and stipulations within the state grant application.

C. Annual Assessment of Partnership: The YWCA Early Childhood Program Director and the Duluth Head Start Director will each solicit feedback from their management staffs about how the partnership is functioning to the benefit of families and the Early Head Start/ YWCA Early Childhood Center programs. Assessments and evaluations will be reviewed jointly. Additionally, the financial impact of the partnership will be reviewed.

PARTICIPATION AND ELIGIBILITY GUIDELINES

- A. Eligible families must meet Head Start income guidelines and/or the state childcare subsidy eligibility criteria for full-day child care services.
- B. Families are responsible for paying their required monthly family fee as per subsidy rules.
- C. Families will retain their Head Start eligibility as specified by Head Start regulations.
- D. Should a family lose their childcare subsidy or is soon to do so, the Duluth Head Start Teacher/Advocate will offer assistance as needed to help the child remain in childcare and the parent to regain the subsidy. If this is not possible, the teacher/advocate will work with the parent to secure the best possible placement for the child, including possible temporary enrollment in Duluth Head Start Families in Transition services as per the availability of space.
- E. Eligible children entering YWCA Early Childhood Center may be recruited for Early Head Start and Head Start all year long and will be enrolled depending upon their eligibility and available enrollment slots within the collaboration. Family participation may range from two full days a week to five full days a week.

8. BUDGET

The following amounts have been budgeted to support this collaborative agreement. The YWCA will invoice Duluth Head Start for charges in these categories. Invoices and or reimbursement claims are expected to be submitted to Duluth Head Start on a monthly basis and should include detailed accounting of all expenditures with supporting documentation. Duluth Head Start will reimburse the YWCA Childcare Center upon receipt of invoice.

Code-1303/1305	Contracted Services	9600.
	Building Maintenance	2000.
Code-136602	Travel/Conference Fees/Trainings.	2400.
Code- 1403	Classroom Supplies	2000.
Code-1430	Food	2000.
Total-		\$18,000.

9. TERMINATION OF AGREEMENT

This agreement shall remain in force and effect unless one of the parties requests a modification or until one of the parties gives a thirty (30) day written notice of their intention to terminate the agreement.

Made and entered into this 17 day of September 2013

Printed Name
YWCA Executive Director

PAMELA M. REES

Printed Name
Duluth Head Start Director

BILL HANSON

Printed Name
ISD 709

Signature
YWCA Executive Director

Pamela M. Rees

Signature
Duluth Head Start Director

Bill Hanson

Signature
ISD 709

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of Sept, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Marlys Johnson, 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 9-3-2013, and shall remain in effect until 6-6-2013, 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 Mental Health consultation services to ECFE and School Readiness children and families.

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 \$ 4104. 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 ECFE/SR Office, 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 : Marlys Johnson 5162 London Road , Duluth MN. 55804.

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

Marilyn Johnson M.A., L.P.
Title

Clerk

Mental Health Consultant
Title

Program Director

~~_____~~
Taxpayer Identification Number

W. K. Hanson
Director of Business Service




HOST CONTRACT

Effective September 9, 2013, Duluth Public Independent School District 709 (“Host”) and Solution Tree, Inc. (“Solution Tree”) agree that Solution Tree will provide an Associate to disseminate information to Host in exchange for \$6,500.00 (USD). The parties agree as follows:

- 1. Services:** Solution Tree agrees to provide a speaker, Jack Baldermann (“Associate”), to disseminate information for Host on the topic of *PLC* on 10/18/2013.
- 2. Compensation:** Host will pay Solution Tree a total contract amount of \$6,500.00 (USD). Host will pay Solution Tree a non-refundable deposit of 20% of the total contract amount, \$1,300.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of \$5,200.00 (USD) will be invoiced upon completion of the services. Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host agrees to reimburse any expenses incurred by Solution Tree that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.
- 3. Travel Arrangements and Expenses:** The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.
- 4. Intellectual Property:** Host acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Solution Tree or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.
- 5. Audio/Video Equipment:** Host will provide audio/video equipment and technical support for the sessions.
- 6. Recording of Presentation:** All audio and video recording is prohibited.
- 7. Confidentiality:** Solution Tree will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Solution Tree will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host's request.
- 8. Termination:** If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Solution Tree may terminate this Contract if Solution Tree has not received a purchase order within 30 days of the effective date of this Contract.
- 9. Force Majeure:** If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Solution Tree agrees to offer services at a later date, provided such can be rescheduled with Host. Solution Tree shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Solution Tree from performing under this Contract.

- 10. **Indemnity:** Solution Tree shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Solution Tree's negligent acts or omissions during the course of performance under this Contract, except those resulting from Host's negligence.
- 11. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Solution Tree, Inc., 555 N. Morton St., Bloomington, Indiana 47404, and to Duluth Public Independent School District 709, 215 N 1st Avenue E, Duluth, MN 55802, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.
- 12. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.
- 13. **Nature of Contract:** Host is engaging Solution Tree's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Solution Tree may enter into contracts with other parties for professional services similar to those set forth in this Contract.
- 14. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Solution Tree:

	<u>9/17/13</u>	Shannon R. Ritz	Date
Bill Hanson	Date	Director of Professional Development	
Duluth Public Independent School District 709		Solution Tree, Inc.	

CONTACT INFORMATION

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
E-mail: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
E-mail: _____
Fax: _____

Shipping Information *(required for resource delivery)*

Shipping Contact: _____
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____

- Choose one: Do you have a Delivery Dock?
 Do you have double doors (for pallet)?
 Do you require inside delivery?

KATHY ALBERIO
AND
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between KATHY ALBERIO, 7764 Albert Road Saginaw, MN 55779, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective Sept 1, 2013 through Nov 1st 2013.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.
- C. Not to exceed forty (40) hours per week of INTREPRETING SERVICES for the District.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$80.00 base rate for first two hours, plus \$40.00 per hour after, billed from arrival to departure time. The total of this contract will not to exceed \$15,000.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIPs.

III. INDEPENDENT CONTRACTOR

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

IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning Sept 1st 2013 and ending November 1st, 2013.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

KATHY ALBERIO

By _____
Laura Fredrickson

By Kathleen P. Alberio
Kathy Alberio

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date _____

Date 9/6/13

By WCHanson
William C. Hanson

Title Director of Business and Finance

Date 9/13/13

Duluth Public School District

and

Dr. David Swenson

AGREEMENT FOR PURCHASE OF SERVICE FOR MENTAL HEALTH IN SERVICE

The following is an Agreement between Dr. David Swenson, (hereafter referred to as The Consultant) and the Duluth Public Schools. This agreement shall be effective June 1st, 2013-August 30th, 2013.

- I. **The Service Provider Agrees:**
 - A. Services provided by the consultant will be for the purpose of conducting an in-service for School Social Workers and Mental Health Practitioners working with students at-risk for experiencing mental health symptoms.
- II. **Duluth Public School Agrees:**
 - A. To pay the consultant a rate of \$100 per hour for a total of 20 hours, 8 of which are in-person training hours on Friday, August 30th from 8am to 4pm and 12 of which are preparation hours. The total amount paid will be \$2000.

CANCELLATION

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

AMENDMENTS

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

STATE AUDIT

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

LIABILITY

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

Agreed to by:

Dr. Dave Swenson

By: *David R Swenson*

Title: Licensed Psychologist

Date: 8-26-13

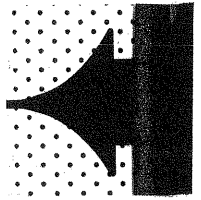
Duluth Public Schools

ISD #709

By: *W C Hanson*

Title: *CFO*

Date: *9/13/13*



SPIRIT OF THE LAKE
Guidelines for
TRANSPORTATION REIMBURSEMENT
2013- 2014

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available at your school or from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month at your school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of my children to Spirit of the Lake School.

_____ days X _____ miles X 30 Cents per mile = reimbursement.
(Round trip from home to school)
3. Mail or bring "Invoice" to your school and they will be submitted as a group to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Car pool mileage should not be submitted. For the 2013 - 2014 school year one family reimbursement is maximum of \$310.00.
5. All reimbursement claims must be received at ISD 709 by June 6, 2014.

SPIRIT OF THE LAKE SCHOOL

BY _____

Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY _____

Director of Business Services

AMANDA GILDERMAN
AND
DULUTH PUBLIC SCHOOLS, ISD 709

AGREEMENT FOR FREELANCE SIGN LANGUAGE INTERPRETER SERVICES

The following is an Agreement between AMANDA GILDERMAN 5278 S County Road P Poplar, WI 54864-9114, (hereafter referred to as the SIGN LANGUAGE INTERPRETER PROVIDER) and Duluth Public Schools, ISD 709 (hereafter referred to as the DISTRICT). This Agreement shall be effective Sept 23, 2013 through Nov 1st 2013.

I. THE SIGN LANGUAGE INTERPRETER PROVIDER AGREES:

- A. To provide INTREPRETING SERVICES, for students with a disability and who have an IEP/IFSP/IIP documenting the need for such services under contract at the District sites. Services shall be provided as prescribed by the student's IEP/IFSP/IIP in order to meet the goals as determined by the IEP team.
- B. To provide INTREPRETING SERVICES by a certified Sign Language Interpreter.
- C. Not to exceed forty (40) hours per week of INTREPRETING SERVICES for the District.

II. THE DISTRICT AGREES:

- A. To pay the SIGN LANGUAGE INTERPRETER for INTREPRETING SERVICES at the contract rate of \$80.00 base rate for first two hours, plus \$40.00 per hour after, billed from arrival to departure time. The total of this contract will not to exceed \$15,000.
- B. To remit to the SIGN LANGUAGE INTERPRETER, upon receipt of weekly invoice, the amount due and owing for the services provided.
- C. The Director of Special Services shall supervise the contracted services to ensure that services are provided in accordance with the students' IEP/IFSP/IIPs.

III. INDEPENDENT CONTRACTOR

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

IV. MINNESOTA DATA PRACTICES ACT

The SIGN LANGUAGE INTERPRETER and the District agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

V. MUTUAL AGREEMENTS

- A. This Agreement shall be effective beginning Sept 23rd 2013 and ending November 1st, 2013.
- B. Any modification to this Agreement must be made in writing.
- C. Either party may cancel this Agreement by giving a 7-day written notice of cancellation to the other party.

Agreed to by:

DULUTH PUBLIC SCHOOLS, ISD 709

AMANDA GILDERMAN

By

Laura Fredrickson

By



Amanda Gilderman

Title Director of Special Services

Title Freelance Sign Language Interpreter

Date

Date 9-19-13

By



William C. Hanson

Title Director of Business and Finance

Date

9/24/13

Final Design Document

Project:

Default Messenger Preferences

September 2013

Prepared By:

Denae O'Hara

Infinite Campus

Document Change Control

The following is the document control for revisions.

Version	Date	Author(s)	Brief Description of Change
1.0	09/18/2013	Denaë O'Hara	Original Document

Overview

Duluth Independent School District, MN is requesting functionality to default Messenger Preferences Contact Reasons.

Scope of Work

Requirements

1. **Emergency Preference Query:** Create a query to auto-select the Emergency check boxes for email and phone numbers
 - a. Applies to the Emergency Messenger Preferences Contact Reason only – **See Default Contact Preferences Example below**
 - b. This applies only to the Voice check box fields, not Text
 - c. Emails to include
 - i. Include both the Email and Secondary Email fields
 - d. Phone numbers to include
 - i. Household
 - ii. Cell Phone
 - iii. Other Phone
 - e. Query to run on a daily basis at 4:00 AM

2. **New Person Records Query:** Create a query to auto-select the Messenger Preference Contact Reasons when a new person is created.
 - a. Add a create date field to the person table when a new person record is created.
 - b. Applies to all Messenger Preference Contact Reasons – **See Default Contact Preferences Example below**
 - i. Emergency
 - ii. Attendance
 - iii. Behavior
 - iv. General
 - v. Priority
 - vi. Teacher
 - c. This applies only to the Voice check box fields, not Text
 - d. Emails to include
 - i. Include both the Email and Secondary Email fields
 - e. Phone numbers to include
 - i. Household
 - ii. Cell Phone
 - iii. Other Phone
 - f. Query to run on a daily basis at 4:00 AM

3. **Manually Set Default Preferences:** Create an option to manually default the Messenger Preference Contact Reasons per person.
 - a. Add a new button to manually default the Messenger Preference Contact Reasons
 - b. The person must already be selected.
 - c. Title: Set Contact Preferences
 - d. Set the default preferences based on the same query created to update new person records.

Default Contact Preferences Example

Sagvold, Morgan L
 DOB: 02/10/1989 Gender: F

Portal Consent |
 Credentials |
 School Choice |
 Overrides |
 EthnicityNew |
 Fees |
 ID History |
 Demographics |
 Identities |
 Households |
 Relationships |
 Enrollments |
 District Employment |
 District Assignments

Save |
 Delete |
 Person Summary Report |
 Demographics Data

- Modified by: O'Reilly, Cathy 09/11/2013 09:48

Person Identifiers

Local Student Number: Generate Number

Student State ID:

Local Staff Number:

Staff State ID:

Person GUID: F2B6AEF7-4EE6-4E4C-B20A-DA3C750E450A

Personal Contact Information

Contact Information	Private	Delivery Device	Messenger Preferences Contact Reasons					
			Emergency	Attendance	Behavior	General	Priority	Teacher
Email:	<input type="checkbox"/>	Email	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Secondary Email:	<input type="checkbox"/>	Email	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
*Sagvold Morgan / Moris Christopher Household: (218)727-2529		Voice	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		Text	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cell Phone:	<input type="checkbox"/>	Voice	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
() - x	<input type="checkbox"/>	Text	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Phone:	<input type="checkbox"/>	Voice	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
(218) 727 - 2529 x	<input type="checkbox"/>	Text	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work Phone:	<input type="checkbox"/>	Voice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(218) 213 - 8862 x	<input type="checkbox"/>	Text	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pager:	<input type="checkbox"/>							
() - x	<input type="checkbox"/>							

* Household phone preferences apply to all active members of this household.

Preferred Language: en_US: US English

Comments:

- Modified by: O'Reilly, Cathy 09/11/2013 09:48

'Auto-reset' to Opt In (users not allowed to opt out from emergency defaults)

Implementation Overview

Ongoing support and maintenance of this process is included in this estimate. Support and maintenance is defined as correcting interruptions to the functionality of the customization and is only supported on the production environment.

Requested edits or changes are considered enhancements, and as such, will incur an additional charge and will be scheduled as resources become available. To expedite custom development services please refer to the product number when requesting support, maintenance, or enhancements to this customization.

The total hours are an estimated total. Actual hours of development will only be billed. In the event that the project nears the total hours quoted, Infinite Campus will inform the district and discuss how we will proceed.

Infinite Campus reserves the right to reuse any or all technologies, methods, or objects associated with all projects. Customers cannot share custom projects, source code, or database schema unless prior approval is granted from Infinite Campus.

Infinite Campus is a continually changing product, due to updates and product enhancements. As a result of this, all custom projects are reviewed based upon product and schematic changes. Infinite Campus Custom Development reserves the right to discontinue any custom project, due to major enhancements to the core Infinite Campus application, which would require a significant amount of recoding. In addition, custom development programming will only be installed and supported on production environments.

Completion Criteria

This project will be complete once Infinite Campus has executed all tasks and services detailed in the scope of work section of this document and the code has been deployed to production.

Pricing Breakdown

The following is the breakdown for the cost of services for this project. The Initial Estimate is valid for 30 days from the date the Final Design Document is provided to the customer.

Product Number: 299829

	Development Hours	Description	Unit Price
Initial Estimate	8	Custom Development Rate: \$162.50 per hour.	\$1,300
Support & Maintenance	N/A	Annual Support and Maintenance Fee: 20% of Initial Estimate	\$260
Total Initial Cost:			\$1,560

Approval

The customer agrees to provide a Purchase Order (PO) authorizing the above indicated development costs and maintenance for the custom development work required. The district understands that no development work will be started and/or delivered prior to receipt of the requested PO and signed FDD.

Duluth Independent School District #709, MN

X WCHanson

Duluth Independent School District #709, MN
Authorized Signer

CFO

Title

9/24/13

Date Signed

PO #

DECC
DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

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

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

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

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2013**

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

December 13, 2013 (Friday)

Symphony Hall – N/C – Move In Only

December 14, 2013 (Saturday)

Symphony Hall

Lake Superior Ballroom

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

\$2,425.00 (Two Thousand, Four Hundred Twenty Five Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2013) 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 insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
 11. The DECC is the official exhibit decorator for the Duluth Entertainment Convention Center. The DECC agrees to receive display materials one week prior to the opening of any show. The DECC will utilize reasonable efforts to secure and safeguard said display items while in storage. However, the Permittee shall be fully responsible for such materials while in storage.
 12. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, and inoperable building conditions.
 13. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
 14. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
 15. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
 16. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold

harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.

17. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

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

Dated this 19th day of September, 2013

DULUTH ENTERTAINMENT CONVENTION CENTER

By:

Executive Director
Duluth Entertainment Convention Center
(DECC)

WCHanson

Permittee Signature

CFO

Permittee Title

9/24/13

Date

Memorandum

To: Bill Hanson

From: Kerry M. Leider



Date: September 24, 2013

Re: SchoolDude Preventive Maintenance Implementation Consulting Services – BLB Consulting LLC

Attached please find two copies of the Agreement between Independent School District #709 and BLB Consulting, LLC for consulting services to assist with the implementation of the SchoolDude facility management system. The total cost of this work is estimated to be \$9,900.00

I am recommending approval of the contract with BLB Consulting, LLC to provide consulting services to implement the SchoolDude system. If you concur, please sign both copies of the Agreement and return them to the Facilities Management office for distribution.

Attachments

September 20, 2013

David Spooner
Supervisor of Maintenance & Construction
Duluth Public Schools
215 North 1st Avenue East
Duluth, MN 55802

Dear David:

BLB Consulting, LLC proposes to provide consulting services to Duluth Public Schools to assist with the implementation of their SchoolDude facility management system.

Scope of Services

- System setup, 110 pm procedures (11 buildings x 10 procedures) input and 8 hrs of staff training for the SchoolDude PMDirect module.
- PM procedures will be divided between Health and Safety, HVAC maintenance and general maintenance categories as determined by the district.
- System setup, data entry of equipment corresponding with selected pm procedures.
- Equipment assigned to the proper pm procedure.
- PM procedures assigned to the correct location and technician.
- PM procedures set for the intervals determined by the district.
- Other facilities management and planning services as requested within the stated timeframe and budget.
- This proposal will include services for the buildings listed below

Congdon Park
Elementary School
Homecroft
Elementary School
Lakewood
Elementary School
Laura Macarthur
Elementary School

Lester Park
Elementary School
Lowell Elementary
School
Piedmont
Elementary School
Stowe Elementary
School

Lincoln Park Middle
Ordean-East Middle
Denfield High School
East High School
ALC/Unity High School

Final Product

Between October 1, 2013 and June 30, 2014 BLB Consulting, LLC will provide the district with the following deliverables.

- Input of 10 preventive maintenance procedures (as selected by the district) for each of the buildings listed above. This equals approximately 110 preventive maintenance procedures.
- Input of equipment into the district's preventive maintenance programs that corresponds with selected preventive maintenance procedures.
- Four on-site visits, each 4 hours in length, focusing on implementation and training.
- Other facilities management and planning services as requested within the stated timeframe and budget.

Fee Proposal

The services proposed will be completed on a time and materials basis not to exceed \$9,900.

BLB Consulting, LLC proposes to provide these services utilizing the most appropriate staff for each task.

Hourly Billing Rates

Sr. Project Manager	\$105 per hour
Project Manager	\$85 per hour
Assistant Project Manager	\$65 per hour
Data Entry – Level 1	\$45 per hour
Data Entry – Level 2	\$35 per hour

If this proposal reflects your understanding of the services to be provided by BLB Consulting, LLC, please sign and return a copy to our office. If you have any questions regarding this proposal please contact Brian Boelter at 612-599-7639.

Brian Boelter
 Brian Boelter, BLB Consulting, LLC

9/20/2013
 Date

WCHanson
 Authorized Signature for Duluth Public Schools

9/24/13
 Date

Youth Frontiers, Inc. Respect Retreat Contract

I) Agreement

This agreement is made on 4/2/2013 between Youth Frontiers, Inc., 6009 Excelsior Blvd., Minneapolis, MN 55416 (952) 922-0222 (hereafter "YOUTH FRONTIERS") and **Denfeld High School**, whose address is 401 North 44th Avenue W, Duluth, MN 55807-1494 (hereafter "SPONSOR"). If this agreement is not signed and returned by SPONSOR within 30 days of 4/2/2013 (with the deposit amount stated below), SPONSOR'S reservation may be forfeited.

Sponsor Contact: Tom Tusken

Phone Number: 218-336-8830 x 2333

II) Retreat Specifics

YOUTH FRONTIERS agrees to provide a retreat as follows:

Type of Retreat: Respect Retreat **Retreat ID:** 60578

Date: 10/2/2013 **Start Time:** **End Time:**

Number of Participants: **Grade:**

Location: **School ID:** 20306

Requirements of SPONSOR:

Small Group Leaders: YOUTH FRONTIERS recommends 1 leader for every 6 students. Student participant-to-leader ratio must not exceed 8 students per leader. Youth Frontiers recommends that student leaders be high school juniors or seniors. Small group leaders that are younger than juniors or seniors must receive approval from YOUTH FRONTIERS. SPONSOR is responsible for selecting group leaders and all appropriate background checks for these leaders.

Retreat Length: Recommended retreat length for our Respect Retreat, depending on group size is 5 hours 30 minutes.

Number of Participants: Retreat participants, excluding leaders, should not exceed 225 Students. Groups that exceed this number must receive approval from YOUTH FRONTIERS or be split into multiple retreats.

Preparing for Retreat: YOUTH FRONTIERS will provide SPONSOR with a Prep Pack to plan the retreat. SPONSOR agrees to complete the planning requirements included in the Prep Pack, including logistics for small group leaders, retreat location, and transportation for students and leaders. YOUTH FRONTIERS requires SPONSOR to complete a Priority One Form at least one month prior to the retreat date.

YOUTH FRONTIERS reserves the right to cancel the retreat at any time if these criteria are not met.

III) Fees and Expenses

The fee for the retreat is \$2790.00. A deposit of \$750.00 is required at the time of this agreement, with the balance due upon receipt of invoice. The retreat fee includes travel expense costs for Youth Frontiers. Please mail the balance to the Youth Frontiers address under Section I. All payments should be made to Youth Frontiers, Inc.

IV) Cancellations/Rescheduling

Should SPONSOR cancel and not reschedule the retreat for any reason, it is agreed that the deposit will be forfeited. In addition, should SPONSOR cancel or reschedule the retreat for any reason, or if the retreat cannot be given as scheduled due to an unavoidable circumstance, it is agreed that any expenses incurred by YOUTH FRONTIERS and/or the SPONSOR, including, but not limited to: facility fees, lodging, meals, transportation, program staff, etc., will be paid by SPONSOR. Should the retreat be postponed by the SPONSOR and rescheduled, the rescheduled retreat will be held at a time and date mutually agreed upon by the SPONSOR and YOUTH FRONTIERS. YOUTH FRONTIERS will confirm any date changes by letter or email communication.

Youth Frontiers, Inc. Respect Retreat Contract

V) Indemnification

SPONSOR hereby agrees to indemnify, hold harmless, and defend YOUTH FRONTIERS and any director, employee, or agent thereof (each an "Indemnified Party") against all claims, liabilities, losses, expenses (including attorneys' fees and legal expenses related to such defense), fines, penalties, taxes, or damages (collectively, "Liabilities") asserted by or on behalf of any retreat participant, except for claims of willful misconduct. SPONSOR'S obligation to indemnify and defend any Indemnified Party will survive the cancellation, expiration, or termination of this contract by either party for any reason. YOUTH FRONTIERS shall promptly notify SPONSOR of any such claim and SPONSOR shall, at YOUTH FRONTIERS' option, conduct the defense at SPONSOR'S sole expense, and YOUTH FRONTIERS shall cooperate with such defense.

Lisa Ferguson
Business Manager
Youth Frontiers, Inc.

Signature

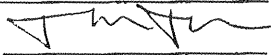


Sponsor (Please Print)

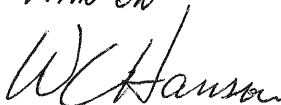
Name

TOM TUSKEN

Signature



Bill HANSON



Return contract with billing information to
Youth Frontiers, Inc.

Billing Information:

Name _____

Address _____

City, State, Zip _____

McCabe Renewal Center
2125 Abbotsford Avenue
Duluth, MN 55803



Director: Sr. Dorene King, OSB
Assistant Director:

218-724-5266
McCabeCenter@msn.com

This service contract is entered into as of September 11th, 2013- June 30th, 2014

Between the McCabe Renewal Center and ISD #709, The Duluth School District

The Company is represented by: Sr. Dorene King, Director

The Client is represented by: Mr. Bill Hanson (Tonya M. Sconiers)

Date of Event(s): October 2013--June 30th, 2014

Time: 7:30am-4:00pm, 4:00-9:00pm

Number of participants: *Between 19 & 21 (Client agrees to provide final numbers 48 hour prior to event)

Company agrees to provide accommodations and services as follows:

- 1st floor meeting rooms to include living room, library and sun porch
- Two first floor bathrooms
- Break area set up on sun porch
- Dining area on lower level

A.M. & P.M. break services, full luncheon entrée, beverage service and desserts.

Fees for Services:

Use of Center	<u>\$125 per day</u>
A.M & P.M. break services, full luncheon entrée, Beverage services and desserts	<u>\$16.00 per person</u>

Cancellation Policy:

If Client determines there is a need to cancel event, the Company must be given five working days notice.

If this notice is not given, 25% of total fee plus any catering fees will be due and payable to the Company.

Cancellation due to weather: If the event is cancelled due to unforeseen weather events, the Client shall be responsible only for catering fees as determined by the Company.

Signature of Client: _____

Bill Hanson _____ 9/30/13

Signature of Company: _____

Sister Dorene King, OSB _____ 9/12/13
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of September, 2013, by and between Independent School District #709, a public corporation, hereinafter called District, and Terry Goodsky, 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 September 20, 2013, and shall remain in effect until June 30, 2014, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Mr. Goodsky will be providing opening drum ceremonies at various schools. Performance will include Cultural Instruction in the art of Native drumming techniques, drum etiquette, song structure, Ojibway lyrics, singing styles, types of songs, and specific honor songs. Fee of \$150.00 will be paid per session.
 - B. Myers-Wilkins open house Mr. Goodsky will be paid \$100.00 for singing performance.
 - A. Other performances to be determined by the OEE.
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 \$2500.00 (\$150 each performance). 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 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 to Terry Goodsky, 925 N. 4th Ave E, Duluth, MN 55805, phone (218)576-2705.

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.

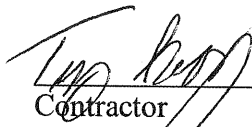
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.


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.

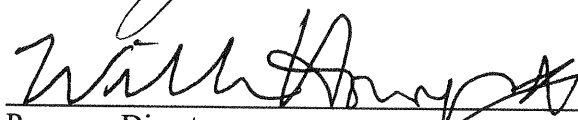
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

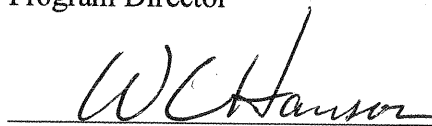

Contractor


SSN/ Tax Identification Number

9-23-2013
Date


Program Director

9/25/13
Date


Director of Business Service / Superintendent of Schools

9/30/13
Date