

CONTRACT FOR SERVICE:

Duluth Public School District & Dr. Gerald Henkel-Johnson

AGREEMENT FOR PURCHASE OF SERVICE: Safety Evaluation / Risk Assessment

The following is an Agreement between, Dr. Henkel-Johnson (hereafter referred to as The Consultant) and the Duluth Public Schools. This agreement shall be effective through completion of the Safety Evaluation/Risk Assessment.

I. The Service Provider Agrees:

- A.** Services provided by the consultant will be for
 - a.** Review of available records.
 - b.** Completion of a Diagnostic Assessment with emphasis on safety and risk embedded in report.
 - c.** Recommendations for safety planning and interventions.
 - d.** Secure a written release of information allowing communication and shared information between Duluth Public Schools and Consultant.
 - e.** Written report to the Parent and School Personnel within 7 calendar days of initial interview.

II. Duluth Public School Agrees:

- A.** To pay the consultant a rate of \$125 per hour for the Safety Evaluation/Risk assessment and associated services rendered.
- B.** To pay the consultant a rate of \$125 per hour for any missed appointments.
- C.** Total fees will be determined by number of hours required to complete the safety evaluation/risk assessment; not to exceed \$750 without express written authorization by Duluth Public Schools.

CANCELLATION

This agreement may be cancelled by the Consultant or Duluth Public Schools at any time, with or without cause, with written notice. In the event of such a cancellation, the Consultant shall be entitled to payment, determined on a prorated 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 Consultant 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 Consultant 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 Consultant and its agents or employees. The District agrees to indemnify, save and hold the Consultant and Consultant's 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 Consultant and its agents or employees.

AGREED TO BY

Dr. Gerald Henkel-Johnson



Title: Psychologist

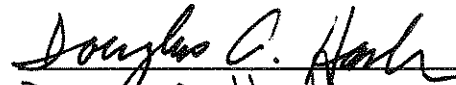
Date: 3/10/17

Duluth Public Schools ISD 709

By: Ron Lake

Title: Climate Coordinator

Date: 3/10/17

Duluth Public Schools ISD 709

Douglas A. Hasler
CFO



CPM Pilot Agreement 2017-18

CPM Educational Program will provide copies of teacher and student editions, additional materials as requested, and associated Professional Development as described below for the purpose of piloting CPM course(s). A school or district may pilot CPM textbooks according to the terms of this agreement.

1. Teachers who will be piloting the materials **must attend the appropriate CPM Professional Development workshop(s)**. CPM believes that teachers need support for the effective implementation of the curriculum. Before piloting CPM materials, professional development will be scheduled and provided by CPM Teacher Leaders. Scheduling of professional development will be facilitated by the assigned CPM Regional Coordinator (RC).
2. A price quote for the full cost of the materials is provided. The School or District will pay a portion of the retail cost of the materials in 2017 of **\$500**. If the materials are purchased at the end of the pilot period, this amount will be applied as a credit to the total cost on the price quote. This agreement preserves 2017-2018 pricing for all materials on the price quote. If additional materials are ordered, they will be billed at the subsequent market price.
3. The School or District will send a purchase order for the amount stated in #2 above to CPM within two weeks after signing this agreement. Materials will be shipped upon receipt of the purchase order from the school or district.
4. Books are provided in **new condition**. If CPM is adopted, the pilot materials are part of the adoption purchase. A quote is included for your convenience. If the textbooks are not purchased, pilot books must be returned to CPM in **useable condition**, less normal wear and tear. **The undersigned school/district official understands that there are no exchanges of printed formats. If the books are returned, CPM will retain the portion of the retail cost stated in #2 above as a "pilot fee."**
5. The School or District will contact CPM by **April 1st** of the pilot school year to notify CPM whether it **WILL** or **WILL NOT** purchase the pilot materials. The previous year's pricing for pilot materials cannot be guaranteed after this date. After April 1st additional books may be ordered at the subsequent market prices. **Note: The previous year's pricing for pilot materials cannot be guaranteed after this date.**
6. The School District agrees to **return this complete document** when the agreement has been **signed** to pilots@cpm.org or fax to (209) 251-7529.



CPM EDUCATIONAL PROGRAM / an educational 501(c)(3) nonprofit
Empowering mathematics students and teachers through exemplary curriculum, professional development, and leadership

The ISD 709 MN School District is requesting that CPM Educational Program provide the following quantities of CPM materials in the pilot. Note the following descriptions:

TE Bundle: Printed copy of Teacher Edition, web-based TE eBook, and Parent Guide included.

8-year eBook license: Web-based eBook without a printed book.

Student Toolkit: Provided for Core Connections Courses 1-3.

Ordered	Description	ISBN
1	Core Connections Course 3, Teacher Edition 8-year eBook	9781603281201
1	Core Connections Course 3, Teacher Edition Bundle	9781603282239
25	Core Connections Course 3, Student HB with Toolkit & 8-year eBook	9781603282215
1	Algebra Tiles, Class Set (one per TE: CC1, CC2, CC3, CCA, Int I, Int II)	9781603280136


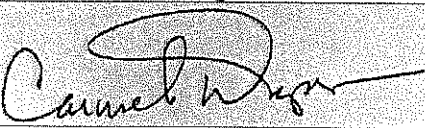
TEACHER INFORMATION

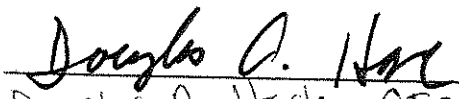
Teacher Name	Teacher email	Courses
Ed Lewis	ed.lewis@isd709.org	Core Connections 3
Penny Cheselski	penny.cheselski@isd709.org	Core Connections 3



CPM EDUCATIONAL PROGRAM / an educational 501(c)(3) nonprofit
Empowering mathematics students and teachers through exemplary curriculum, professional development, and leadership

By signing this Textbook Pilot Agreement 2017-18 on behalf of ISD 709 MN School District, I agree to the conditions listed on Page 1 of this Agreement and the following Purchase Agreement Terms & Conditions. My signature below indicates I am authorized to enter into this agreement on behalf of ISD 709 MN School District.

MAIN CONTACT INFORMATION		
Name:	Dr. Michael Cary	Carmel Draper
Title:	Curriculum Director	CPM Pilot Coordinator
Email:	michael.cary@isd709.org	carmeldraper@cpm.org
Phone/FAX:	218-336-8700 (1037)	Phone: (559) 623-3905/FAX: (209) 251-7529
Date:	District Signature	CPM Signature
6/3/2017		
	Local Contact	eBook Administrator
Name:	Patricia Bambenek	Patricia Bambenek
Phone:	218-343-3911	218-343-3911
Email:	patricia.bambenek@isd709.org	patricia.bambenek@isd709.org
	Business Office Information	Shipping Address (if different)
Title:	Duluth Public Schools ISD 709	Denfeld High School (ATTN Ed Lewis)
Address:	215 North 1 st Avenue	401 N. 44th Av. W.
City, State, Zip	Duluth, MN 55802	Duluth, MN 55807
CPM Regional Coordinator	Lisa Fisher-Comfort lisacomfort@cpm.org	Shipping Notes: ATTN Ed Lewis


Douglas A. Hasler, CFO, ISD 709

Purchase Agreement Terms and Conditions

Unless as otherwise provided in the License Agreement entered into with CPM Educational Program, the following terms and conditions govern the purchase and use of any one or any collection of Goods, defined below:

1. Applicability. (a) Effective on the date the first order is submitted to CPM ("Effective Date"), these Purchase Agreement Terms and Conditions (unless CPM has executed a separate written Purchase Agreement with Buyer), the Order Form (whether submitted via fax, mail, email or the WebStore), and any subsequent orders placed after the Effective Date (collectively, the "Agreement") shall govern the sale of and license to use textbooks, manipulatives, eBooks, and other materials ("Goods") by CPM Educational Program ("Seller") to you ("Buyer"). Notwithstanding anything in the Agreement, if a separate written contract exists or is entered into between the parties regarding the license to use the Goods covered herein (the "License Agreement") the License Agreement shall prevail to the extent any conflicts exist with this Agreement.

(b) Subject to the License Agreement, the Agreement comprises the entire agreement between the parties and supersedes all prior or contemporaneous understandings, agreements, representations and warranties, and communications, both written and oral. This Agreement prevails over any general terms or conditions of purchase that may be contained in a standard purchase order issued by Buyer regardless if Buyer has submitted its purchase order to Seller. Fulfillment of Buyer's order does not constitute acceptance of any terms contained in Buyer's standard purchase order and does not serve to modify or amend this Agreement.

2. Delivery. The Goods will be scheduled for delivery within a reasonable time after the receipt of Buyer's order (via submission of the Order Form via fax, mail, email, or the WebStore), subject to availability of finished Goods. Seller is not liable for any delays, loss or damage in transit caused by third parties, including but not limited to publishers, printing companies, couriers or shipping companies. Upon notification by Buyer to Seller of any such delays, Seller will work with Buyer and the appropriate third party to track the shipment and resolve the issue. If for any reason Buyer is not present for the delivery of any of the Goods on the date that the Goods are delivered, or if Seller is unable to deliver the Goods on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery. The quantity of any installment of Goods as recorded by Seller on dispatch from Shipping Point is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. The Seller shall not be liable for any non-delivery of Goods unless Buyer gives written notice to Seller of the non-delivery within 7 days of the date when the Goods would, in the ordinary course of events, have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Shipping. The Goods will be shipped with the applicable shipping/freight costs paid by Buyer. Freight charge will be based on actual charges at time of shipping. Additional freight charges may apply on orders shipping outside the continental United States. Shipping/freight costs are not refundable.

5. Inspection and Rejection of Nonconforming Goods; Returns; Restocking Fees. (a) **Inspection by Buyer.** Buyer shall inspect the Goods within 3 days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; (ii) product's label or packaging incorrectly identifies its contents; or (iii) product is damaged, for reasons other than being damaged in transit, whereby Buyer is unable to make productive use of the product.

(b) **Nonconforming Goods.** If Buyer timely notifies Seller of any Nonconforming Goods, upon Seller's confirmation that the Goods are Nonconforming Goods, Seller shall within a reasonable time after confirmation that the Goods are

Nonconforming Goods, in its sole discretion: (i) replace such Nonconforming Goods with conforming Goods; or (ii) credit or refund the Price for such Nonconforming Goods. If requested by Seller, Buyer shall ship, at its risk of loss, the Nonconforming Goods to Seller as follows: CPM Educational Program, Attention: Returns Department, c/o TC Printing, 1215 G Street, Sacramento, CA 95814. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Seller's expense and FOB Shipping Point, the replaced Goods. Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

(c) **Returns; Restocking Fees.** Seller will only accept returns and issue refunds or credits, to be determined in Seller's sole discretion, for Goods satisfying all of the following conditions: (i) returns authorized in writing by an authorized representative of CPM; (ii) returns received within the applicable timeframe; and (iii) returns received in a salable condition free of marks, stamps, barcodes or any other alterations. In order to request Seller's authorization to return Goods, Buyer must email returns@cpm.org with the following information: (1) Order or Invoice Number; (2) Name of each Good to be returned; (3) Quantity of each Good to be returned; and (4) Reason for return. Seller will communicate with Buyer via returns@cpm.org and will provide the return authorization or the reason for denial. Preliminary editions and out-of-print books are not returnable. Bundled items must be returned with all components to receive a full refund or credit. Returns of 50 or more items are subject to a 10% restocking fee, which will be deducted from any refund or credit.

(d) **Authorized Timeframe for Returns.** Goods purchased on or after January 1, 2016 must be returned (and received by CPM) within 90 days after the invoice date. Goods purchased on or before December 31, 2015 must be returned within one year after the invoice date.

(e) **Costs of Shipping Returns.** Except as set forth in Section 5(b) with respect to Nonconforming Goods, Buyer is responsible for the cost of shipping for all returns to Seller. Return shipments should be packed securely and insured. Seller will not issue credit for returned items damaged in transit. Seller will hold returned Goods damaged in transit for 14 days before discarding.

6. Price of Goods. Buyer shall purchase the Goods from Seller at Seller's published prices, which are found at <http://cpm.org>, in force as of the date Buyer submits the order ("Published Prices"). All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer is responsible for all applicable charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

7. Payment Terms. Buyer shall pay all invoiced amounts due to Seller on receipt/within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder in US dollars by cash, check, or credit or debit card. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible by law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law, Seller shall be entitled to suspend the delivery of any Goods (including the disabling of any eBook licenses) if Buyer fails to pay any amounts when due hereunder and such failure continues for 15 days following written notice thereof.

8. License Grant. In consideration of Seller's grant of the license and conditioned upon Buyer's performance of its obligations and conditions under this Agreement, including Buyer's Professional Development Commitment as set forth in Section 9 of this Agreement, Seller hereby grants to Buyer a fixed-term, fully-paid-up and royalty-free, non-exclusive, non-sub-licensable, non-transferable, limited license to use the Goods provided by Seller and described in the Order Form throughout the world solely for educational purposes in accordance with this Agreement, the Website Terms of Use, and the License Agreement (if applicable) (collectively, the "License"). Under the License, Buyer may make physical copies of Goods provided by Seller for educational, non-commercial use in Buyer's classroom(s) or school(s). Buyer may employ projection equipment to use the Goods for instruction

of groups of students. Buyer and its employees, contractors, and affiliates may not reproduce or use Goods provided by Seller for any commercial or non-educational use. Buyer may not place or cause to be placed any part or excerpt of any Goods from Seller on the Internet or in any place outside of the Buyer's school and accessible to the public. Buyer's teachers shall use the Goods in the manner described in the teacher notes, newsletters and workshops. For example, teachers shall use student pairs or study teams for most of the problems designated as in-class work, assign the designated in-class work during class time and not for homework, and use alternative approaches to assess for understanding whenever possible. Unless otherwise provided in the License, Buyer shall not use Seller's name, logo, or any other Seller mark or copyright without the prior written permission of Seller, which permission may be given or withheld in Seller's sole discretion.

9. Professional Development Commitment. Buyer shall send its first-time teachers of a CPM course to attend Seller's complimentary professional development workshops and meetings for that course ("Programs"). Buyer agrees to provide release time to its teachers to attend such Programs during the school-year and to provide the necessary materials (i.e., manipulatives, textbooks and calculators) for its teachers to participate in the Programs. Teachers must register for Seller's professional development programs at: <http://cpm.org/professional-development/> or <https://cpm.gosignmeup.com/public/course/browse>.

10. Limited Warranty. SELLER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID TO SELLER BY BUYER FOR THE GOODS SOLD HEREUNDER or \$2,500, WHICHEVER IS LESS.

12. Termination. In addition to any remedies that may be provided under this Agreement, Seller may terminate this Agreement, including any license(s) granted hereunder, with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Upon early termination of the License, Buyer must destroy or turnover to Seller all Goods provided by Seller, at Seller's option. Provisions of this Agreement which by their nature should survive any termination or expiration of this Agreement shall survive.

13. Confidentiality. (a) **Confidential and Proprietary Information.** At all times hereafter, the parties shall keep in confidence and trust all confidential and proprietary information (including, without limitation, information on a party's finances, employees, students, or alumni) that a party learns of or receives during the term of this Agreement, and will not use, reproduce, or disclose to others any confidential information without the disclosing party's advance written consent, except as may be directly necessary in the ordinary course of performance of the Agreement, or as otherwise may be required by law.

(b) **Student Records.** If Buyer provides Seller with any "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, the California Online Privacy Protection Act or any of such Acts' associated implementing regulations (collectively, "Protected Information"), Buyer hereby certifies that access to Protected Information is necessary for Seller to perform its duties and responsibilities under this Agreement, and the parties agree that Seller shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of Protected Information as apply to Buyer pursuant to applicable law. Buyer further certifies that it has obtained all parental consents necessary under the applicable local, state, and federal laws, and the laws of any foreign jurisdictions (as applicable). Buyer's failure to comply with these provisions, or Buyer's failure to abide by legally applicable security measures, parental consent requirements, and disclosure and re-disclosure restrictions with regard to Protected Information, shall constitute a material breach of this Agreement. Buyer agrees to indemnify, defend, and hold harmless Seller against any breach of the Family Educational Rights and Privacy Act, the Children's Online Privacy Protection Act, or the California Online Privacy Protection Act resulting from the provision of Protected Information to Seller under this Agreement.

14. Force Majeure. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, fire, governmental actions, war or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, epidemic, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

15. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations, liabilities, or rights under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void.

16. Governing Law; Jurisdiction. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts located in the City and County of Sacramento, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding.

17. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances and with all export and import laws of all countries involved in the sale of Goods under this Agreement.

18. General Provisions. Nothing contained in this Agreement shall be construed to create any agency, partnership, or other form of joint enterprise between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No provision of this Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. This Agreement may only be amended or modified in a writing signed by an authorized representative of each party. This Agreement shall be interpreted in an even-handed manner and without regard to any presumption against the party that was responsible for its drafting. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be immediately terminated.



QUOTE Page 1 of 1

QUOTE NUMBER: QP70101
QUOTE DATE: 6/8/2017
QUOTE EXPIRES: 5/31/2018
CUSTOMER NUMBER: 02-DDUL01

PLEASE SUBMIT ORDERS TO:
 CPM Educational Program
 9498 Little Rapids Way
 Elk Grove, CA 95758
 Phone: 209.745.2055 Fax: 209.251.7529

Email orders to: Orders@cpm.org
 Quote questions: Quotes@cpm.org

QUOTE FOR:
 Duluth Public Schools ISD 709
 215 N 1st Ave E
 Duluth, MN 55802-2058

SHIP TO:
 Denfeld HS
 401 N 44th Ave W
 Duluth, MN 55807-1452

ISBN#	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
9781603281201	CC3 TE 8yr eBook	1	165.00	165.00
9781603282239	CC3 TE Bundle	1	225.00	225.00
9781603282215	CC3 Student HB w/TK & 8yr eBk	25	74.00	1,850.00
9781603280136	Algebra Tiles, Class Set 2017-18 Pilot	1	106.00	106.00

Duluth Public Schools ISD 709 will pay a portion of the retail cost of the materials in 2017 of \$500 as a non-refundable fee. If the materials are purchased at the end of the pilot period, this amount will be applied as a credit to the total cost on the price quote. If the materials are not purchased at the end of the pilot period, this amount will be retained by CPM Educational Program in exchange for use of the materials during the pilot period.

Sub-Total	2,346.00
Estimated Shipping	218.10
Sales Tax	0.00
Total	2,564.10

Terms: Net 30 days. Delivery within 30 days after receipt of purchase order.

CPM Educational Program, a California non-profit corporation, is the sole provider of these materials.



QUOTE Page 1 of 1

QUOTE NUMBER: QP70102
QUOTE DATE: 6/8/2017
QUOTE EXPIRES: 5/31/2018
CUSTOMER NUMBER: 02-DDUL01

PLEASE SUBMIT ORDERS TO:
 CPM Educational Program
 9498 Little Rapids Way
 Elk Grove, CA 95758
 Phone: 209.745.2055 Fax: 209.251.7529

Email orders to: Orders@cpm.org
 Quote questions: Quotes@cpm.org

QUOTE FOR:
 Duluth Public Schools ISD 709
 215 N 1st Ave E
 Duluth, MN 55802-2058

SHIP TO:
 Denfeld HS
 401 N 44th Ave W
 Duluth, MN 55807-1452

ISBN#	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
/PILOT DEP	Pilot Fee	0		500.00

Duluth Public Schools ISD 709 will pay a portion of the retail cost of the materials in 2017 of \$500 as a non-refundable fee. If the materials are purchased at the end of the pilot period, this amount will be applied as a credit to the total cost on the price quote. If the materials are not purchased at the end of the pilot period, this amount will be retained by CPM Educational Program in exchange for use of the materials during the pilot period.

Sub-Total	500.00
Estimated Shipping	0.00
Sales Tax	0.00
Total	500.00

Terms: Net 30 days. Delivery within 30 days after receipt of purchase order.

CPM Educational Program, a California non-profit corporation, is the sole provider of these materials.



**2017- 2018 Concurrent Enrollment
Between
Lake Superior College
And
Duluth Public Schools ISD #709**

PURPOSE

The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program. CITS allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

This agreement between Duluth Public Schools (ISD #709) and Lake Superior College, Duluth, Minnesota is effective for the 2017-2018 academic year. The intent of this agreement is to provide Duluth Public Schools students an opportunity to enroll in Lake Superior College courses through Concurrent Enrollment to create a seamless educational path for area high school students. Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.

COST

The cost to the high school is **\$2,000 per course per teacher**. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee of \$2,000.00 per teacher. The billing date for courses is November 1, 2017 with payment expected 30 days later. The total cost is **\$12,000 for the courses listed (\$2,000 x 6 courses = \$12,000)**.

TRANSCRIPTS

LSC College in the Schools staff works with high school staff to verify class rosters and final grades each term for the enrolled students, and LSC will record final course grades on an official LSC transcript. Students may request an official transcript by following the steps found here: <http://www.lsc.edu/current-students/records-registration/transcripts/>.

STUDENT QUALIFICATIONS

Students must meet minimum requirements for PSEO enrollment. For more information, please see <https://mnscu.edu/admissions/pseo/index.html>.

Eligibility:

- Seniors must rank in the top half of their class or have a 2.5 cumulative G.P.A.
- Juniors must rank in the top third of their high school class or have a 3.0 cumulative G.P.A.;
- Sophomores may enroll in specific Career and Technical Education (CTE) courses if they achieved the composite proficiency level of “meets or exceeds” on the 8th grade MCA reading test.
- Students must also meet the pre-requisites of individual courses, which may include Accuplacer scores, ACT scores, or prior college coursework.

INSTRUCTOR QUALIFICATIONS

High School instructors of CITS courses must meet the minimum qualifications set by the Minnesota State College Faculty Association and Minnesota State Colleges and Universities. Please refer to the following link: <http://www.cfc.mnscu.edu/fields/Code/credentials.php>

COLLABORATION REQUIREMENTS

Lake Superior College College in the Schools Staff

- Complete registration for each CITS class.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Adjust records for student in accordance with add/drop and withdrawal policies.

- Provide high schools with course outlines for each CITS class.
- Inform CITS students about academic and student support services available to all college students.
- Provide necessary registration, withdrawal, and add/drop policy tools and information.
- Provide transcript request information to all students.
- Send class lists to high school as soon as the registrations are complete.
- Work with each high school to ensure that CITS class lists are correct.
- Work with each high school to ensure all grades are submitted and transcribed.

Lake Superior College Faculty Mentors:

- Arrange to guest lecture if requested by the high school instructor.
- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus with the CITS instructor, and to verify the syllabus meets college criteria.
- Extend invitations to appropriate campus-based faculty development activities to CITS teachers.
- Meet regularly (face-to-face, email, telephone) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit to the high school per course.
- Upon request, provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

High School Instructors, Administrators, and Staff:

- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in CITS courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in CITS courses.
- Agree to terms of the LSC policy for add/drop processes and withdrawals and contact the LSC CITS staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide ACT scores to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone) with LSC faculty mentor.
- Provide LSC with a course syllabus and sample assignments, exams, projects for each CITS course to ensure the course meets the learning outcomes in the LSC course outline.
- Ensure teachers of CITS courses comply with the Minnesota State credentialing policy.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.
- Sign CITS contract and return to LSC by April 28, 2017. Submit amendments by August 1, 2017 for the 2017-18 academic year. Submit new course proposals by April 28, 2017.

COURSES

Cost: \$12,000

The following courses will be covered under this Concurrent Enrollment agreement:

Course	Title	Credits	HS Instructor	LSC Faculty	Indicate Offerings (x)		
					Fall (Sept- Jan.)	Spring (Jan-June)	All Year (Sept-June)
*ALTH 1400	Intro to Allied Health (D&E)	2	Kimberly Olson	TBD	X		
*ALTH 1410	Medical Terminology (D&E)	1	Kimberly Olson	TBD	X		
*BIOL 1005	Intro to Cell Biology (E)	1	James Kyes	TBD			X
*BIOL 1140	Human Anat & Phys (E)	4	James Kyes	TBD			X
MATH 1150	Pre-Calc (E)	5	Peter Graves	TBD			X
MATH 1150	Pre-Calc (D)	5	Ed Lewis	TBD			X
MATH 1150	Pre-Calc (E)	5	Bill Garnett	TBD			X
NUNA 1420	Nursing Asst/HHA (D&E)	4	Kimberly Olson	TBD		X	

For multiple terms for a course, please indicate both terms with (x).

*Courses are considered one course for one fee.

Duluth Public Schools

William S. ...
 Superintendent or Assistant Superintendent

Melissa Leno
 Director of Curriculum and Instruction

6/14/17

Date

Lake Superior College

Jenna Trenberth, College in the Schools Coordinator

Melissa Leno, Director of Admissions

Michael Seymour, VP Academic & Student Affairs

Date

**SIGN
HERE**



*Note: Contract not valid until all signatures are obtained.

Please pay close attention to designated terms of course offerings as LSC faculty mentor assignments must be made prior to start of terms.

Changes/amendments to this contract must be made by August 1, 2017 for fall semester terms.

Additions to the contract for spring term only courses may be considered if requested and approved by December 1, 2017.

Joseph C. ...
 CFO



For Internal Use Only	
Depts must provide:	
ESAF #	1696
Chart/Field Account No.	1026-11250-20109

For Internal Use Only	
OES must provide:	
OES Contract #	12476
Analyst	L.I.B

UNIVERSITY OF MINNESOTA

Workshop/Presentation Agreement

The Regents of the University of Minnesota, through its **Minnesota Center for Reading Research** ("University"), agree to provide a workshop/presentation for **Duluth Public Schools ISD 709**, a **public school district** ("Company"), on the following terms and conditions:


1. **Description of Workshop/Presentation:** One 7-hour hour **PRESS** workshop covering tier 2 interventions and introduction to progress monitoring (max. 45 participants; one presenter). Additional materials fees (PRESS Intervention Manual & 12-month website subscription) to be determined no later than one week prior to workshop date.
2. **Date, Location, and Time:**
Date: **August 29, 2017**
Location: **Lowell Elementary, 2000 Rice Lake Rd. Duluth, MN**
Time: **8:30 a.m. - 3:30 p.m.**
3. **Payment Terms:** For the services under Section 1., Company shall pay University **three thousand and 00/100 dollars (\$3,000.00)**. Payment is due on the day of the workshop/presentation or upon receipt of invoice. In the event Company cancels for any reason, except for extraordinary causes beyond the reasonable control of Company, Company shall remain obligated for the full amount set forth in this paragraph.
4. **Obligations of Company.** Company agrees to provide the following accommodations, equipment, and material: **Meeting space, digital projector with audio.**
5. **Ownership of Materials and Presentation.** All materials provided by University during the presentation shall remain the property of University. Company is provided a license to use the material in connection with the workshop/presentation, but Company may not copy or distribute the material without the express written consent of University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of University.
6. **Disclaimer.** University makes no claims of any kind with respect to the workshop/presentation and shall not be liable for participant's reliance on any statements or demonstrations made during the workshop/presentation. University's maximum obligation to Company for any cause of action arising under this Agreement, including failure to perform, shall not exceed the amount actually paid to University by Company under Section 3.
7. **Complete Agreement/Governing Law.** This Agreement, including any attached exhibits, represents the complete agreement of the parties. No amendments to this Agreement shall be binding upon University unless signed by an authorized University representative. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University. This Agreement shall be governed by the laws of Minnesota and any action to enforce this Agreement shall be brought only in Hennepin County, Minnesota.

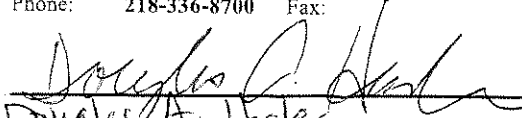
IN WITNESS WHEREOF, the parties have entered into the Agreement effective June 19, 2017.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By: _____
Name: **Lori Helman**
Title: **Director**
Date: _____

By: 
Name: **Michael Cary**
Title: **Director of Curriculum & Instruction**
Date: **6/28/17**
Address: **215 N. 1st. Ave East
Duluth, MN 55802**
Phone: **218-336-8700** Fax: _____


Douglas A. Hoster
CFO

SM/CMV
ON
NY Action Date
Head of the
The

AGREEMENT

Copy for Tonya
Original brought to
Finance by Tom A
7/6/17

THIS AGREEMENT, made and entered into this 3rd day of February, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Bogen, MA, 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 February 3rd, 2017 and shall remain in effect until June 30th, 2017 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Kathy Bogen, MA will provide meeting coordination and outreach to participants for 2 Parent focus groups, 2 Youth focus Groups, 2 Staff focus groups, 2 Community focus groups, and 1 Community Celebration at Denfeld High School. The purpose of these focus groups and celebration is to learn from parents, youth, staff, and community members:

1. What types of challenges face the school, its students, families, and the neighborhood.
2. What types of parent and youth engagement strategies are effective for including a diverse representation of the student body and their families in FSCS leadership.
3. What types of staff engagement strategies are effective for including a diverse representation of Denfeld staff in FSCS leadership.
4. What types of community engagement strategies are effective for including a diverse representation of community members, organizations, and businesses in FSCS leadership.
5. What are some key wraparound services that could address those challenges identified in the focus groups? (These may include, but not be limited to: mechanisms for meeting students' social, emotional, and physical health needs; and strategies to create a safe and secure school environment and improve school climate and discipline.)
6. What community assets are available for meeting needs identified as priorities by members of the focus groups.
7. What are the shared goals for the FSCS that members of all focus groups can agree upon?
8. What are the best ways to communicate among these groups and who is responsible for regular communication and outreach regarding FSCS meetings, identified strategies, action steps, and progress?
9. From those attending the focus groups, who would be interested in serving on a FSCS Leadership Team to guide the process of becoming a FSCS?

The role of the Consultant will be to meet with the Denfeld School Principal, District Civic Engagement Coordinator, and staff members serving as initial members of the FSCS Site team prior to initiating the focus groups to discuss goals, key questions, and logistics. The Consultant will provide this group with information about Full Service Community School Development and important steps to building a foundation for FSCS Leadership that is inclusive of students, families, staff, community members, and partner organizations. The Consultant will assist with initial outreach efforts and coordination of focus groups.

Location: Denfeld High School

Schedule: Preparation for the Focus Groups will begin February 2nd, 2017 and continue through the month of April when the Community Celebration takes place. The Contractor's work on this project will be completed once the focus groups and celebration are completed, a communications plan is in place, and Leadership Team members have been identified and are meeting regularly to accomplish the remaining goals of the MDE FSCS planning grant. These steps of the FSCS planning should be in place by May 31st, 2017.

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 \$ 4,000. 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.

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.

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 Tonya M. Sconiers, Principal Denfeld High School 401 North 44th Avenue West, Duluth, MN 55807. 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: Kathy Bogen 501 East 11th Street Duluth, MN 55805

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.

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.

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.

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.

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.

Kathy Bogen, MA (Contractor)

February 6, 2017

Kathy Bogen SSN/ Tax Identification Number

Date 2/06/17

Tommy D. Brown
Program Director

2/6/17
Date

Douglas D. Harker 2/19/17
CTO

Job Number 05710



2274 Capp Road - St. Paul, MN 55114
651-646-4600 651-649-4399 fax
Swingstage~Scaffold~Shoring
Enclosures~Training
www.scafserv.com

May 24, 2017

Roy Smith
ISD 709
215 N 1st Ave E
Duluth, MN 55802

Scaffold Service Inc. (SSI) is pleased to provide you with a quote for the following project:
Project Name: **Lincoln Park Middle School**
Project Address: **3215 W 3rd St**
City/State/Zip: **Duluth, MN 55806**

SSI will provide and assist with erecting a rolling scaffold tower for access to lighting fixtures in the auditorium of the address mentioned above. This is a one man T&M quote including travel time to and from jobsite. Delivery fee with labor is listed below. Return trucking if elected to be at \$95 per hour.

Rental: \$403.59 per month, plus applicable taxes

Regular Rate: \$97.00 per man, per hour, plus tax
(Regular labor hours are Monday Through Friday 7:00-3:30, Arrangements can be made for earlier or later start times, please ask you sales representative.)

Overtime Rate: \$118.00 per man, per hour, plus tax
(Covers Saturday hours and work over 8 hours per person during the week.)

Double Time Rate: \$141.00 per man, per hour, plus tax
(Covers Sunday and Holiday hours per person)

Trucking Delivery: \$100.00 plus applicable taxes

Customer Responsibilities:

The customer is responsible for all applicable permits, and for providing parking spaces for the SSI truck(s) while onsite during the erecting and dismantling phases.

Thank you for considering Scaffold Service, Inc. for this project and we look forward to working with you.

Sincerely,
Scaffold Service Inc. (SSI)

Accepted:
ISD 709

Jake Benson
Jake Benson
Account Executive

By: Douglas C. Hasler
Title: CFO

Cell# 651-249-0851

Date: 6/19/17

Job Number 05710

P.O.#: _____

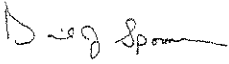
Salesman 04

Email: douglas.hasler@isd709.org

TERMS AND CONDITIONS

- * **T&M Labor rates listed above are a per hour rate, per each SSI employee, and there is a 4 hour minimum per each SSI employee, plus applicable taxes.**
- * Quote is valid for 30 days from the date above
- * The above prices **DO NOT** include any applicable city or state Sales Tax.
- * Rental is based on 7 day week and 28 day month.
- * Rent starts the first day of erection and ends the last day of dismantle.
- * The labor will be billed in two parts. The first billing will be issued upon completion of the erection portion of the job. The second billing will be issued after the equipment is dismantled and returned to SSI.
- * All trucking will be billed at the rate quoted above UNLESS the customer elects to dismantle the equipment themselves. If SSI has to return to the jobsite to pick up the materials only, Return trucking will be billed out at \$95.00 per hour in lieu of the quoted rate.
- * **Regular labor hours are Monday- Friday 7:00 am-3:30 pm,**
Arrangements can be made for earlier or later start times, please ask you sales representative.
- * Any estimates given to you regarding the extent of the job may change based upon further on-site evaluations by SSI personnel or any alteration from the original information we were given.
- * SSI requires a minimum of 24-48 hours between receipt of a signed contract and the time we are expected to begin the scaffold erection.
- * Scaffold Service, Inc. is not responsible for permits necessary for this project. Customer is required to arrange any parking or parking permits for SSI vehicles.
- * The above rental rates are contingent upon equipment availability.
- * Proposal is based on equipment availability at time of rental.
- * There must be a clear and unobstructed pathway to the site. The customer is responsible for removing any obstruction. This includes, but is not limited to obstructions caused by the weather, such as ice and snow.
- * Customer is responsible for providing a level and stable foundation (i.e. level and compacted ground conditions).
- * If applicable, it is the sole responsibility of the customer to validate the structural integrity of all surfaces that will be built upon (i.e. engineers approval).
- * The above proposal is bid in accordance with the requirements as outlined in OSHA section 1926 for the erection and dismantling of scaffold. Any deviation from this standard will result in additional charges.
- * Customer is responsible for any engineering costs associated with the above referenced project.
- * The customer will be charged for any delays SSI experiences while at the job site in addition to the amount proposed in this contract.
- * No retainages shall apply to Scaffold Service, Inc.
- * SSI is not responsible for any damages to trees, lawns, landscaping, or concrete.
- * Weather conditions and wind factors may cause a delay. SSI will determine if it is advisable to erect or dismantle scaffolding if weather or wind conditions apply. Competent person and/or SSI safety director to make determination.
- * **Terms** - Invoices for rental are due 30 days from the invoice date. Late payments will be charged a 1-1/2% service charge per month. Lessee agrees to pay lessor all costs and expenses, including collection charges and attorney's fees, in enforcing the terms of this
- * **Insurance** - Lessee shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof, and shall carry comprehensive public liability and property damage insurance with contractual liability, but lessee's failure to have such insurance shall not lessen lessee's obligations herein. Lessee must provide lessor a copy of the above-mentioned insurance certificate referencing the job site name prior to the job beginning.
- * Cancellation of a signed contract is subject to a 15% surcharge of the entire contract value, including but not limited to the anticipated rental term.

Memorandum

To: Doug Hasler, CFO
From: Dave Spooner 
Date: June 16, 2017
Re: Testing Services – Stowe Elementary Playground Site Improvements

Attached please find two copies of the Agreement between Independent School District #709 and Braun Intertec Corporation to provide testing services for the Stowe Elementary Playground Site Improvements. The total cost of this work is estimated to be \$2346.00. This work is necessary to meet current building code requirements.

Recommendation:

I am recommended that the Chief Financial Officer enter into an agreement with Braun Intertec Corporation to perform the work scope as defined in the attached Agreement necessary to meet current building code requirements.

Enclosures



Braun Intertec Corporation
4511 West First Street, Suite 4
Duluth, MN 55807

Phone: 218.624.4967
Fax: 218.624.0196
Web: braunintertec.com

June 14, 2017

Proposal QTB059726

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

Re: Proposal for Testing Services
Stowe Elementary Playground Site Improvements
715 101st Avenue West
Duluth, Minnesota

Dear Mr. Spooner:

Braun Intertec Corporation is pleased to submit this proposal to provide testing services for the Stowe Elementary Playground Site Improvements in Duluth, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within 8 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

We have a history of completing projects with you including projects such as the Denfeld High School CTE addition, HOCHS parking lot improvements, and Laura Macarthur Elementary elevator project. We believe that our past reputation and record of performance should be considered when evaluating this proposal.

Our Understanding of Project

We understand this project will include the removal of existing playground area and construction of new playground area. The new playground area will include a drain tile system, subgrade preparation, bituminous paving, concrete curb and sidewalk, playground equipment foundations, lighting foundations, and concrete pads for benches.

AA/EOE

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by TKDA, dated May 4, 2017 and May 8, 2017, respectively.
- Project Addendum numbered 1, dated May 18, 2017.

Project Approach and Staff Qualifications

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Observe the placement and compaction of fill.
- Test compacted fill placed below slabs and/or pavements and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- Observe concrete reinforcement placement.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the exterior sidewalks, curb and gutter, and pavement, as requested.
- Observe the concrete placement and test sample preparation.
- Perform laboratory compressive strength testing of the concrete samples.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Assumptions regarding the number of trips for inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.

- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of \$2,346. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. You will be billed only for services provided on a time and material basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we

will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

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

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

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

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Molly Johnson at 218.206.3509 (mjohnson@braunintertec.com) or David Morrison at 218.624.4967 (dmorrison@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Molly A. Johnson, EIT
Engineer-In-Training



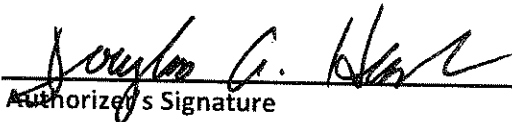
Joseph C. Butler, PE
Principal

Attachments:
Cost Estimate Table
General Conditions – CMT (7/18/16)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

ISD 709

Authorizer's Firm



Authorizer's Signature

Douglas A. Hasler

Authorizer's Name (please print or type)

CFO

Authorizer's Title

6/19/17

Date

Client:

Independent School District #709
David Spooner
215 North First Avenue East
Duluth, MN 55802
218-723-4139

Work Site Address:

715 101st Avenue West
Duluth, MN 55808

Service Description:

Construction Materials Testing

Description		Quantity	Units	Unit Price	Extension
Phase 1 Construction and Materials Testing					
Activity 1.1	Soil Observations and Testing				\$502.00
207	Compaction Testing - Nuclear	4.00	Hour	68.00	\$272.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalk Subgrade	1.00	Trips	2.00	2.00
	Basketball Courts Subgrade	1.00	Trips	2.00	2.00
1318	Standard Proctor Test(ASTM D 698)	1.00	Each	160.00	\$160.00
1308	Nuclear moisture-density meter charge, per hour	4.00	Each	10.00	\$40.00
1861	CMT Trip Charge	2.00	Each	15.00	\$30.00
Activity 1.2	Concrete Observations and Testing				\$1,639.00
260	Concrete Observations	0.50	Hour	78.00	\$39.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Play Area Curb at Sidewalk	1.00	Trips	0.50	0.50
261	Concrete Testing	10.00	Hour	68.00	\$680.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings (play equipment and basketball hoops)	1.00	Trips	2.00	2.00
	Lightpole bases	1.00	Trips	2.00	2.00
	Bench Pads	1.00	Trips	2.00	2.00
	Sidewalks	1.00	Trips	2.00	2.00
	Curb	1.00	Trips	2.00	2.00
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	25.00	Each	24.00	\$600.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Footings (play equipment and basketball hoops)	1.00	Set	5.00	5.00
	Lightpole bases	1.00	Set	5.00	5.00
	Bench Pads	1.00	Set	5.00	5.00
	Sidewalks	1.00	Set	5.00	5.00
	Curb	1.00	Set	5.00	5.00
278	Concrete Cylinder Pick up	2.50	Hour	68.00	\$170.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	5.00	Trips	0.50	2.50
1861	CMT Trip Charge	10.00	Each	15.00	\$150.00
Activity 1.3	Project Management				\$205.00
238	Project Assistant	1.00	Hour	70.00	\$70.00
226	Project Manager	1.00	Hour	135.00	\$135.00
Phase 1 Total:					\$2,346.00

Proposal Total:	\$2,346.00
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General Conditions

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for costs and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse our costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees, staff time, and other costs and expenses.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue,

loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for costs and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 1, 2017, and shall remain in effect until June 30, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.
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 \$32/hour up to a sum not to exceed \$22,000. 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.
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 _____, 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 _____ (mailing address including Zip Code).

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


Title

Clerk


Title


Program Director

Taxpayer Identification Number


Director of Business Service

Memorandum

To: Doug Hasler, CFO/Executive Director Business Services

From: Jason Barsness, Coordinator of Health,
Safety and Environmental Management

Date: 6/6/17

Re: Contract for Safety and OSHA regulated training consulting services

Apex online Development, LLC was researched and chosen to be the best product for the district's safety training needs three years ago. The company continues to provide a reputable service and has held a consistent price point over the past six years. Their price is based on a per-building rate for one year covering July 1, 2017 through June 30, 2018 at a cost of \$11,250.

The attached service agreement between ISD709 and Apex Online Development, LLC provides required OSHA training and other online training services to our employees district wide. The Service includes a custom training platform with training record management services.

It is recommended ISD709 enters into a one year service agreement with Apex Online Development, LLC for consulting services based on past services and comparison of available products.

Thank you.

Enclosures

Cc: Dave Spooner



Order Schedule

June 5th

2017

This order schedule outlines the details about services provided by Apex Online Development, LLC for Duluth Public Schools.



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Introduction

The following services and content are to be provided by Apex Online Development, LLC (“APEXOD”) to Duluth Public Schools (“DULUTH”) under the Agreement. The service fees are broken down into four categories:

- Initial Launch Service
- Annual Service
- Data Storage and Bandwidth overage fees
- System Customization

Software Services

The Total Program

The Total Program is a Health and Safety Management System (HSMS) will NOT be included in this proposal. It may be added to the DULUTH deployment at any time in the future.

Total Training

Total Training is a learning management system that streamlines the training and recordkeeping process. Videos, PowerPoint presentations and even PDF documents can be delivered via a standard web browser to employees. After an employee has comprehension of the content, they continue to the examination to confirm their comprehension. Upon successfully completing the exam, a certificate of completion can be printed. All training records are logged and available from the report server.

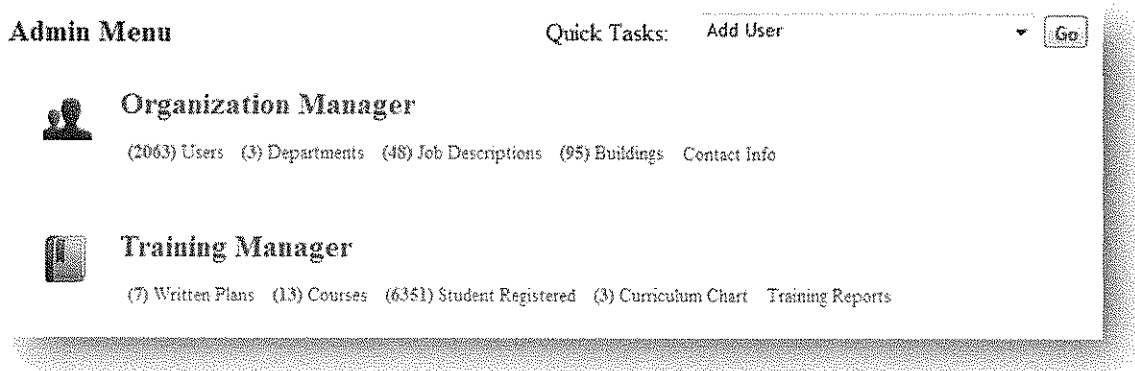


Figure 1: Features included in The Total Program

Service Model

Included in the service model are the following items:

- Customer support
 - Phone



- Email
- Remote Access
- Dedicated hosting at a commercial datacenter
- Nightly Data Backups
- Software Licensing
- Free Feature Upgrades to the licensed products

Initial Launch Service

Here is a comprehensive list of items included in the Initial Launch Service.

- First year of software usage license for the following:
 - Total Training – Learning Management System (LMS)
- Data Import¹
 - Users
 - Buildings
 - Upload and render existing training video(s), presentation(s), and/or document(s) for course content
 - DULUTH may choose from ApexOD's library of training templates
- Working with District Staff, walking them through:
 - Department creation
 - Assist Staff with training curriculum setup
 - Assist Staff with associating trainees to job descriptions
- ½ day onsite hands-on system training unlimited staff members

Annual Service

Here is a comprehensive list of items included in the Annual Service.

- Annual software usage license for the following:
 - Total Training – Learning Management System (LMS)
- Free Apex News to assist in optimizing system usage & inform client of new feature releases.
- Unlimited trainings for District Staff
- Customer support
 - Phone
 - Email
 - Remote Access
- Dedicated hosting at a commercial datacenter
- Nightly Data Backups
- Software Licensing
- Free Feature Upgrades to the licensed products

¹ Using spreadsheet templates provided by Apex Online Development, LLC.



Service Costs

The services costs are displayed below in the table.

Total Training			
Number of Buildings		15	
ApexOD Will Honor Duluth's Special Request to Provide a One Year Service Agreement at Three Year Contract Rate without any Compromise in Service as a Courtesy to a Longtime Customer & Partner.			
Description	Unit Cost	Units	Extended
Total Training Service – Unlimited Programs (No Cost Upgrade to Unlimited from 20 Programs)	\$ 750	15	\$ 11,250
Annual Service Total (Starting July 1st 2017 to June 30th 2018)			\$ 11,250
Total Year Service Contract			\$ 11,250

Data Storage and Transfer Overage Charges

Your organization is allowed 5 GB of storage per the Software as a Service Terms of Use Agreement. We believe these amounts are sufficient for most organizations. Should your organization require additional storage in excess of those amounts, we will charge the nominal rate on an annual basis to cover the additional storage and transfer requirements.

System Customization

System Customization (programming) can be proposed on a Time and Materials basis at \$120/hr. For any work, Apex Online Development, LLC will provide a Statement of Work before engaging in custom work.

Training Customization

Training Customization (voice over, rendering, etc.) can be proposed on a Time and Materials basis at \$80/hr. For any work, Apex Online Development, LLC will provide a Statement of Work before engaging in custom work.



Note on Programs

A customer may have multiple trainings on a given program tailored to different departments or employees. For example, there may be multiple trainings on Bloodborne Pathogens. There may be a customized training for the Special Education department, one for the Custodial team and one for general employees. All three count as one course. If there is training customization (voice over, rendering, etc.) required from ApexOD, the standard Training Customization rate will apply.

Terms

Acceptance of this Order Schedule indicates acceptance of the SOFTWARE AS A SERVICE TERMS OF USE AGREEMENT. Payment is due upon execution of the Order Schedule.

Signatures

Duluth Public Schools

Apex Online Development, LLC

Print Name: Douglas A. Hasler

Print Name: Duff R. Dorschner

Signature : Douglas A. Hasler

Signature : Duff Dorschner

Digitally signed by Duff Dorschner
DN: cn=Duff Dorschner, o=Apex
Online Development, ou=Sales,
email=Duff@ApexOD.com, c=US
Date: 2017.06.05 16:57:17 -05'00'

Date : 6/6/17

Date : 06/01/2017

**SCHEDULE A – UNEMPLOYMENT COST MANAGEMENT SERVICE
SERVICE PROVIDER, TERM AND FEES FOR SERVICES**

CLIENT NAME: Independent School District #709

EFFECTIVE DATE: July 1, 2017

The EWS Unemployment Cost Management Service is an unemployment cost control service provided by TALX Corporation (a provider of Equifax Workforce Solutions), a Missouri corporation ("EWS"). EWS will render comprehensive unemployment cost control services, detailed below (each, a "Service") to Client in strict compliance with state regulations. Client authorizes EWS as its authorized agent to provide the Service. EWS shall provide the Service in accordance with the Universal Service Agreement ("Agreement"), this Schedule and Schedule B (which are part of the Agreement) utilizing the employment information supplied by Client. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in Agreement.

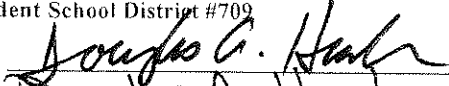
- 1) **Term.** This Schedule shall be for an initial term of three (3) years from the Effective Date hereof. This Schedule shall automatically renew for successive one (1) year terms ("Successive Terms") unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then current term before terminating the Schedule.
- 2) **Termination.** Either party may terminate this Schedule if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating this Schedule.
- 3) **Payment Terms.** All fees shall be invoiced as stated in Exhibit, 1 attached hereto and made part of this Schedule A.
 - Invoices are due net thirty (30) days. Payments not received within 45 days of invoice will bear interest at a rate of 1.5% per month.
 - Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, EWS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EWS's net income and any taxes or amounts in lieu thereof paid or payable by EWS as a result of the foregoing excluded items.
 - All prices are in U.S. dollars.
- 4) **Authority.** EWS is not a tax preparer, and therefore, disclaims any and all responsibility for preparation of Client's federal tax return. At no time will EWS render or be required to render any service that could be interpreted as the practice of law or accountancy. Furthermore, EWS Hearing Representation is limited to unemployment matters presented before an administrative agency or tribunal. At no time will EWS Hearing Representation include representation for matters brought in any judicial court.
- 5) **Third Party Indemnification.** In addition to indemnification obligations set forth elsewhere in the Agreement, Client hereby agrees to indemnify, defend or pay the cost of defense, and hold EWS harmless with regard to any third party claims, actions, demands, damages, liabilities, costs and expenses as a result of any action arising out of or relating to a suit brought against EWS relating to employment or termination of employment by employees or former employees of Client as long as EWS was acting within the scope of its authority and such suit is not due to EWS's negligence or willful misconduct.
- 6) **Data Quality.** Should EWS be required to correct the Data for Client, custom data conversion fees will be based on actual hours required at \$185 per hour. EWS will provide Client an estimate of time required and will obtain prior written approval before commencing work.
- 7) **Transmittal of Personal Data.** EWS's internal policy for securing electronic communications containing confidential information, such as social security numbers, requires email encryption for clients who prefer to use email as their method of communication. The options for email encryption are usage of Transport Layer Security (TLS) on the client email servers or usage of the Voltage secure email application. Both options allow the email to travel over the internet securely and are easy for the client to use when retrieving and sending confidential email. Clients who choose to use Transport Layer Security to send email communications must maintain their TLS certification status on all servers receiving emails from EWS. Clients using email communications who do not use TLS or allow their TLS certification to lapse will be automatically set up to receive secure email using Voltage. Please designate your preferred email method for secure communication below:

Transport Layer Security Is your certification current? Yes No Unknown
 Voltage Secure Email

If no selection is made above, EWS will set your primary communication preference for communicating sensitive data to fax and require a listing of current fax numbers for all contacts.

Schedule A and Schedule B shall be binding on the parties upon the date last executed below.

Independent School District #709

By: 
Name: Douglas A. Hasler
Title: CFO
Date: 6/21/17

TALX Corporation,
provider of Equifax Workforce Solutions

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

SCHEDULE A – UNEMPLOYMENT COST MANAGEMENT SERVICE
EXHIBIT 1 – FEES

Fees: Fees for Services provided under this Schedule include:

Unemployment Cost Management Services

1. **Annual Fee.** The annual fee to be paid to EWS for the unemployment cost management Service to be rendered under this Schedule for Client and its subsidiaries or affiliates listed on Exhibit A shall be **\$6,500** per year payable in equal quarterly installments. This fee will increase by three percent (3%) on each anniversary of the Effective Date and will be invoiced on the first day of the calendar quarter in which Services are to be performed.

<u>Transaction Item(s)</u>	<u>Workload Estimate</u>
i)Unemployment Claims	(150)
ii)Hearing Consultation Provided	(all)
iii)Number of State Unemployment Accounts	(1)

2. **Excess Claims Fee.** Should the number of claims received in an agreement year exceed 100% of the workload estimate above, a fee of **\$18** per claim will be payable to EWS for each excess claim.
3. In the event Company terminates this Schedule A or the Agreement prior to the end of an agreement year, EWS will calculate a monthly pro rata threshold for Unemployment Claims and Company will be responsible for a pro rata share of the excess claims for the agreement year in which such early termination becomes effective. The monthly pro rata threshold will be calculated by dividing the annual Unemployment Claims Workload Estimate above by 12. The monthly pro rata threshold for Unemployment Claims will then be multiplied by the number of completed months of the agreement year in which the termination becomes effective. The total of this calculation will represent the calculated pro rata threshold. If the total claims processed during the completed months of the terminated agreement year exceed the calculated pro rata threshold, Client will be responsible for paying the excess claim fee stated above for each excess claim. For the avoidance of doubt, this language does not give Company any additional right to terminate this Schedule A or the Agreement. Termination provisions are as specified in Schedule A above.
4. **Hearings Representation.** Pursuant to this Agreement and the Power of Attorney executed by Client authorizing and appointing EWS to represent Client as Client's Agent and Attorney in Fact in unemployment and claim related matters, EWS will provide the following non-legal services at Client's election:

EWS or EWS's representative will attend unemployment hearings with Client upon request by Client for no additional charge, whether in person or by telephone, as permitted by law.

In California, Client may be subject to benefits charges in certain cases where a chargeability hearing will be scheduled. EWS or EWS representative will attend the chargeability hearing without Client for a flat fee of \$50 in an effort to relieve Client's account of benefit charges.
5. **Attorney Hearing Representation** In addition to Hearing Representation performed by EWS outlined above, and subject to the Limitations on Representation below, Client may request and authorize EWS, as the Client's Agent and Attorney in Fact, to obtain attorney representation for Client at unemployment hearings where attorney representation is a statutory requirement or otherwise required by law or regulation of the particular state. Client authorizes EWS to invoice Client a fee for attorney representation up to a maximum of \$350 per hearing, which is paid directly to the attorney obtained by EWS for representation of the Client. In the event EWS, as Client's Agent, negotiates a fee on behalf of Client that is less than \$350, EWS shall only bill Client for the amount of the legal fee charged by the attorney. In addition, a fee of \$50 will be due to EWS as Client's Agent for EWS's non-legal services in coordinating and facilitating the attorney's representation, including administration and processing of factual material such as EWS's file on the matter at issue and contact information, and the invoicing and processing of payment to the attorney. EWS does not retain any portion of the fee paid by Client to the attorney, and does not accept referral fees.
6. **Limitations on Representation** EWS's obligation is to assist Client in administrative, unemployment proceedings. Nothing herein shall be construed to obligate or require EWS to provide or otherwise pay for the Client's representation in any subsequent legal proceedings in any State or federal court.

SCHEDULE A – UNEMPLOYMENT COST MANAGEMENT SERVICE
EXHIBIT 1 – OPTIONAL SERVICES

Following are optional services that complement the unemployment cost management service provided by EWS. Please indicate your acceptance or declination of these additional services by checking the applicable box below.

Client acknowledges the recommendations, suggestions and/or work product presented in writing to Client by EWS in connection with the employer tax services are the sole and exclusive property of EWS. Client agrees to pay EWS as outlined herein for all savings realized should any of the ideas presented by EWS be utilized. This paragraph shall survive and remain in force after the termination of this Agreement.

Yes/No

Wage Audit. EWS shall perform all wage audits for no additional charge.

EXHIBIT A- UNEMPLOYMENT COST MANAGEMENT SERVICE
LIST OF COVERED ENTITIES

CLIENT NAME: Independent School District #709

EFFECTIVE DATE: July 1, 2017

<u>COMPANY NAME</u>		<u>FEIN</u>
Independent School District #709	07973639-0000	416003776

SCHEDULE B – UNEMPLOYMENT COST MANAGEMENT SERVICE
SERVICE DESCRIPTION OVERVIEW

Unemployment Cost Management Services. Unemployment Cost Management Services are designed to reduce unemployment costs by eliminating payments made on unemployment claims discovered to be invalid and reducing administrative errors.

- a) The analysis of unemployment compensation records provided;
- b) The correction of discovered state agency errors;
- c) Auditing of benefit charges on unemployment claims managed by EWS;
- d) The establishment of procedures to enable EWS to process unemployment related forms;
- e) The verification of unemployment benefits paid;
- f) Provide activity reports on claims, separations and charges transmitted electronically, on a quarterly basis;
- g) An internet interface to provide separation data and extract periodic reports; (WebManager)
- h) Provide annual status report and other management reports;
- i) Consultation regarding unemployment hearing attendance; and
- j) Unemployment hearings representation for unemployment matters brought before an administrative agency or tribunal.

Client acknowledges that the ability of EWS to provide services which comply with state laws and procedures is dependent upon the timely information and prompt action by Client. Client agrees to inform EWS of important facts and changes in circumstance and to make its best efforts to attend state hearings and other meetings as appropriate to fulfill the responsibilities of Client as an employer and EWS as an agent of employer. EWS may use depersonalized Client Data to perform analytics, modeling and/or demographic studies. Depersonalized Client Data shall not include any information that individually, or collectively, could be used to specifically identify either Client or Client's employees.

Optional Services

Wage Audit. Respond to unemployment benefit wage audit requests received by Client from state agencies.

Technical Support. EWS shall use reasonable efforts to promptly correct any material defects in the Service. EWS will use reasonable efforts to provide Client with technical support to assist it with regard to any material defects and/or errors in the Service. EWS, at its sole discretion, will choose which method(s) it uses to provide support services to Client. This Schedule does not provide for any on-site training, on-site maintenance or other support of any kind related to the Service.

Right to Modify. EWS reserves the right to modify the Service from time to time. If the modification shall be a substantial change from this Service Description Overview, EWS shall provide notice of the change to Client. A substantial change shall be a change which is inconsistent with this Service Description Overview. A change that does not alter functionality of the Service, such as a change for upgraded security of Data, is not a substantial change. Client may terminate the Service by notice given to EWS within thirty (30) days after notice of an amendment to the Service Description Overview, and termination shall be effective ninety (90) days after notice is provided unless Client provides for an earlier or later effective date of termination in the notice of termination. Absence of such termination shall constitute Client's agreement to the modified Service Description Overview.



Duluth & North Shore Railway, Inc.
 d.b.a. North Shore Scenic Railroad
 506 West Michigan Street Duluth, MN 55802
 (800)423-1273 (218)722-1273
 Fax (218)733-7596
 E-mail trains@northshorescenicrailroad.org

2017 RAIL CHARTER CONTRACT

This contract is made between the DULUTH & NORTH SHORE RAILWAY, Inc d.b.a. NORTH SHORE SCENIC RAILROAD (NSSR) (hereafter called Operator) and Lester Park Elementary 1 (hereafter called Chartering Party). The Chartering Party's authorized representative is Barb Westerberg, Barbara.westerberg@isd709.org, 343-8378

TERMS OF CHARTER

In consideration of payments made and performance herein specified on the part of the Chartering Party, the Operator shall provide rolling stock and crew for the benefit of the Chartering Party excursion. The Conductor shall be responsible for the operation of the rolling stock that the Operator warrants to be rail worthy. The train excursion will depart from: **54th Avenue East**.
 On **June 5th, 2017 at 9:30am** the Operator will provide an excursion for the Chartering Party. The rolling stock (train) will be used exclusively for the transportation of passengers on a pleasure excursion on the Lake Front Line. The rolling stock of **Train/Coach seating for up to 100 passengers** will be available for the purpose of loading and unloading passenger's ten minutes prior and ten minutes following the chartered time without additional charge. The Operator reserves the right to substitute the rolling stock, but will usually notify the Chartering Party. Trains are subject to delays at no fault to the Operator.
 The total number of passengers is estimated to be **77 students** and will be finalized by date 10 business days prior to excursion dates.
 Excursion will run FROM 54th Avenue East to the Duluth Depot, with return service on the public excursion departing at 12:30pm FROM the Duluth Depot

FEES

The Chartering Party agrees to pay the total sum of **\$4 per passenger (students or adults) with 1 FREE chaperone per 10 students (8 free with the current estimated numbers)**. Total due is estimated to be **\$308** and will be adjusted based on the final numbers.

DEPOSIT

A signed copy of this contract must be returned. The deposit of **\$154 (1/2 total costs)** is due within 3 months of the charter event. The remaining amount is due upon arrival prior to departure. Failure by the Chartering Party to return a signed copy of this agreement and the deposit by the due date will result in the cancellation of the reservation date at the sole discretion of the Operator without notification to the Chartering Party.

PAYMENT

Total fees as indicated above are due and payable in full before boarding will begin unless prior arrangements are made and approved in writing by the Business Manager of the North Shore Scenic Railroad.

CANCELLATION & REFUNDS

The Chartering Party must cancel the reserved excursion within 10 business days prior to departure to receive ninety percent reimbursement of deposit. Any cancellation made after 10 business days prior to departure will result in forfeiture of the entire deposit. Full refund of the initial deposit plus any additional payments will be made on account of equipment breakdown, lay up for repairs or any other occurrence which causes the Operator to cancel the excursion. The Chartering Party releases the Operator from any damage resulting from such cancellation. In the case of difficulty the Operator reserves the option to furnish the Chartering Party with substitute equipment and/or rolling stock. The initial damage deposit will be refunded by mail within 10 days of the charter date providing no damage occurred to the rolling stock or other equipment by the Chartering Party, its members or guests. Damage in excess of the damage deposit will be the responsibility of the Chartering Party.

CONDITIONS

The Chartering Party assumes responsibility for the maintenance of order and the conduct of passengers aboard the rolling stock during the terms of this excursion and shall not engage in or permit guests brought aboard the rolling stock by the Chartering Party to engage in any unlawful acts or to cause damage to any of the Operators equipment. The Chartering Party agrees to indemnify and hold the Operator harmless from any loss or claim of loss or damage which the Operator might incur as a result of failure by the Chartering Party to observe the conditions of this agreement. Any violation of this Charter Agreement by the Chartering Party shall enable the Operator to terminate this agreement. If such a violation occurs while the rolling stock is underway, the Operator may proceed immediately to the station and all passengers will disembark. A termination of this agreement while underway shall result in the forfeiture of the Charter fee and in some cases results in additional penalty fees for broken or damaged equipment. Any extension of the Charter period, once the excursion is underway, shall be made only with the consent of the Business and Operations Managers. This excursion, sponsored by the Chartering Party is adhered to the Alcohol Policies of the Operator, requiring all passengers over the age of 21 to have a valid ID. No outside alcohol is allowed on the train, no illegal substances, and no weapons are allowed on the train. Each passenger will likely be checked prior to boarding, and we reserve the right to search any bags or carry-ons. Any Marketing for the event will need to include this information to assure all passengers are compliant with the policies of the Operator. The Operator reserves the right to require security personal to be hired.

Douglas A. Hasler 6/2/17
 CHARTERING PARTY AGENT signature
Douglas A. Hasler
 CHARTERING PARTY AGENT print name

Josh Miller
 NORTH SHORE SCENIC RAILROAD AGENT
Josh Miller, Station Manager
 NSSR AGENT print name

Date: 6/2/17

Date: 4/28/2017

Please SIGN & RETURN a copy of this contract within 10 business days.



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **June 2, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Creation Station** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3 hours (180 minutes) per day, 2 day per week, and up to 35days.
 2. The AGENCY shall perform these services at: **2101 Trinity Rd. Duluth, MN 55811 .**
 3. The approximate date the service will begin is, **Jan. 9, 2017** and shall not extend beyond **June 2, 2017**; the contract not to exceed a total of **35 Days** (2 Days per Week) and a total cost up to **\$315.00.** (\$3 per hour).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

ISD
709
Duluth
Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas J. Hark
C.F.O. Executive Director of Business Services

Date 6/5/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jason Crane* 6/2/17
Director



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **May 26, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Homecroft School Readiness** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in **V. Individual Education Plan (IEP)**.

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3 hours (240 minutes) per day, 4 day per week, and up to 12 days.
 2. The AGENCY shall perform these services at: **4784 Howard Gnesen Road Duluth, MN 55803.**
 3. The approximate date the service will begin is, **May 11, 2017** and shall not extend beyond **June 1, 2017**; the contract not to exceed a total of **12 Days** (4 Days per Week) and a total cost up to **\$140.00.** (\$140.00 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.
-

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6 Duluth
Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas C. Hersh
C.F.O. Executive Director of Business Services

Date 6/5/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Jasmi Crane 5/31/17
Director



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

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **June 12, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Lester Park School Readiness** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ Individual Education Plan (IEP).

Whereas the AGENCY is duly qualified to perform these services for preschool program as determined by student's IEP team.

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3 hours (180 minutes) per day, 4 day per week, and up to 52 days.
 2. The AGENCY shall perform these services at: **2101 Trinity Rd. Duluth, MN 55811 .**
 3. The approximate date the service will begin is, **September 19, 2016** and shall not extend beyond **December 20, 2016**; the contract not to exceed a total of **52 Days** (2 Days per Week) and a total cost up to **\$560.00.** (\$140 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) on the 15th of each month for the preceding month.**
-

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Duluth
Public Schools

Page 2 - Contract for Purchase of Special Education Services

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

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

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Joseph A. Hark
C.F.O. Executive Director of Business Services

Date 6/19/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By Josiah Crane 6/12/17
Director



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2017 through June 30, 2018**

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2017** through **June 30, 2018**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list and quarterly newsletter as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (Checklist for services a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance can take the form of telephone guidance, on-site at ARCC guidance and, if necessary, in-district guidance.
 - Will provide data entry service on the form.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 470 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of telephone guidance, on-site at ARCC office guidance and, if necessary, in-district guidance.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 471 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC is not able to track and does not receive a copy of PIA requests. The ultimate responsibility for responding and meeting the 14 day response deadline rests with the District.
-

RECEIVED

JUN 14 2017

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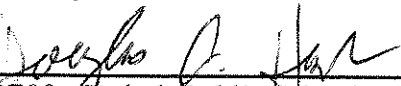
Funding Commitment Decision Letter (Official award of E-Rate funding)


- Will check USAC/SLD web site on weekly basis once funding waves have started and will notify the District when their funding has been awarded and what the next step is in the process.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will authorize and sign the Form 486 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 472, Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by check)**
 - Will work with the District to help meet BEAR deadlines.
 - + If the District requests assistance, will complete BEAR forms and send to District for signature and submission; billable on a \$100 per hour fee basis.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will authorize and sign the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Other**
 - Will work with the District to assist in developing bid scoring rubrics and review annually to verify that they meet USAC/SLD requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - + Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$100 per hour fee basis.
 - + Will work with the District if an appeal is deemed necessary and possible; billable on a \$100 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.20 per pupil unit, based on the most recent completed prior year's final ADM served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above with a '+', are considered above basic services for which an additional fee of \$100 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for e-rate submission is true.

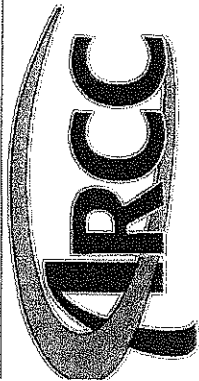

ISB709 Duluth Public Schools
215 N First Ave E
Duluth, MN 55802
06/01/2017


Arrowhead Regional Computing Consortium
5 West First Street #300
Duluth, MN 55802
06/01/2017

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ARROWHEAD REGIONAL COMPUTING CONSORTIUM (ARCC)

5 W FIRST ST STE 300
 DULUTH MN 55802
 (218)723-1700

SD #709 Invoice #: 2018-36
 DULUTH PUBLIC SCHOOLS Invoice Date: June 15, 2017
 215 N FIRST AVE E Payment Due: July 15, 2017
 DULUTH MN 55802

Invoice for 07/01/2017 - 06/30/2018 E-Rate Consulting Services

#	Units	Description	Unit	Service Category	Cost Per Unit	Annual Cost
1		Annual Base		Contracted E-Rate Consulting Fee	250.00	250.00
8,303		FY16 ADM Served, Jan 2017		Contracted E-Rate Service Fee	0.20	1,660.60
		Total Invoice				\$ 1,910.60

RECEIVED

JUN 14 2017

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DH
6/16/17



DULUTH PUBLIC SCHOOLS

*Preparing all students for successful lives in the twenty-first century .
success in the workplace, success in the home, and success in the community*

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of June 2017, by and between Independent School District #709's Innovation Department Coordinator Tammi Wilkins, a public corporation, hereinafter called District, and The College of St Scholastica, 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 on: June 20, 2017 at 8:30 am unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The District has agreed to pay the Contractor a portion of the cost to bring Dr. Roni Ellington, PH. D to the college to do a presentation at the 7th Annual 21st Century Teaching and Learning Conference, as the Keynote speaker.
3. **Reimbursement.** In consideration of the performance of the Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its said obligations up to a sum not to exceed three thousand dollars (\$3,000.00). Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
4. **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.
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. **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.

10. **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.

11. **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 ISD 709 Duluth Public Schools, Innovation Department, 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 in care of: The College of St Scholastica

att: Chery Lucarelli

Address: 1200 Kenwood Ave, Duluth, MN 55811

email: clucarelli@css.edu

Phone: 218-723-7052

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

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

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

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

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

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

18. **Insurance.** (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.

Neil Lucalleo
Contractor Signature

41-0698301
Tax Identification Number

6/19/2017
Date

Tammi Wilkins
Tammi Wilkins, Innovation Department Coordinator

4/29/17
Date

Douglas A. Hurl
Director of Business Service

6/30/17
Date