

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4<sup>th</sup> day of June, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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 July 1<sup>st</sup>, 2018 and shall remain in effect until June 30<sup>th</sup>, 2019 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.

#### **Program Description:**

Provide Out-of-School-Time programming at Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High School with a focus on STEM programming and reducing barriers to transportation. Activities will include at least 15 clubs offered across three school sites.

Goals:

- 1) Engaging OST programming is accessible to participants at all Community School Sites.
- 2) Increase opportunities for student engagement with STEM learning through OST programming.

3. **Reimbursement.** In consideration of the performance of the Contractor and 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 \$17,500. 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.

**Payment:** In consideration of the performance of Partners of their obligations pursuant to this Agreement, District agrees to reimburse the Collaborative for services and expenses in performing said obligations as detailed in the Student Support and Academic Enrichment Grant and approved budget. Payment will occur monthly.

**Requests for Reimbursement:** The Collaborative shall request reimbursement using the Collaborative's official invoice. This invoice must be submitted within 30 days of the end of the period being billed for.

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

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

7. **Relationship.** 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.



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of May, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and **First Witness Child Advocacy Center**, 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 July 1, 2018, and shall remain in effect until June 30, 2019, 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.** Safe and Strong Child© (Classroom Presentations and Parent Education)
3. **Background Check.** (Applies to contractors working independent with students)

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$5,000.00 (five thousand dollars and no cents)**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of the Assistant Superintendent, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail care of **First Witness Child Advocacy Center, 4 West 5<sup>th</sup> St, Duluth, MN 55806.**

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.

Travis Clough \_\_\_\_\_ 5/17/18  
Contractor Signature SSN/Tax ID Number Date

\_\_\_\_\_  
Program Director Date  
5/16/18

\_\_\_\_\_  
Assistant Superintendent Date  
05/22/18

Douglas C. Hester \_\_\_\_\_  
CFO/Director of Business Services/Superintendent of Schools Date



# CPM Textbook Pilot Commitment Letter Agreement

Following is a summary of the CPM Textbook Pilot Program.

1. If approved to participate in the CPM Textbook Pilot Program, CPM will provide teacher and student editions (as listed on the Order Form), additional materials as requested, and associated Professional Development as described in Section 3.
2. The school or district participating in the CPM Textbook Pilot Program must use the CPM materials in accordance with the terms of the "Pilot Agreement" including the Pilot Program Terms and Conditions for **up to one school year** (the "**Pilot Term**").
3. 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. Professional Learning will be scheduled and provided by CPM Teacher Leaders prior to the start of the Pilot Term. The assigned CPM Regional Coordinator will facilitate the scheduling of the Phase One Implementation Workshop.
4. A Price Quote for the full retail cost of the pilot materials is provided with the CPM Textbook Pilot Commitment Letter Agreement. The school or district will pay a non-refundable Pilot Fee of **\$2,000**, as further described in the Pilot Program Terms and Conditions, to cover the cost of using the materials during the Pilot Term. If the materials are purchased at the end of the Pilot Term, the Pilot Fee will be applied as a credit to the total retail cost of the materials listed on the Price Quote.
5. After **February 1<sup>st</sup>** during the Pilot Term (2018-2019) the Pilot Agreement may not be revised to include the shipment of additional pilot print materials.
6. By **April 1<sup>st</sup>** during the Pilot Term (2018-2019) the school or district must **notify CPM whether it WILL or WILL NOT purchase** the pilot materials. This Pilot Agreement preserves the applicable school year's pricing for all materials listed on the Price Quote. If additional materials are ordered or if the decision to purchase the pilot materials occurs after April 1st, the materials will be billed at the then-current market price. **Note: The previous year's pricing for pilot materials cannot be guaranteed after April 1st.**
7. The school or district shall **return this entire Commitment Letter Agreement** when signed to [pilots@cpm.org](mailto:pilots@cpm.org) or fax to (209) 251-7529.



## Order Form

The school or district identified below is requesting that CPM Educational Program provide the following quantities of CPM materials in the pilot. Note the following descriptions:

**Teacher Edition Bundle** = print copy of Teacher Edition web-based TE eBook, Parent Guide with Extra Practice (if applicable), and Toolkit (if applicable).

**8-year eBook** = license for Web-based eBook without print book.

**Core Connections, Courses 1-3 Toolkit** = consumable student booklet.

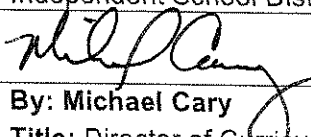
Ordered	Description	ISBN
2	Core Connections Algebra, Teacher Edition Bundle	9781603281560
80	Core Connections Algebra, Student HB with 8-year eBook	9781603281508
2	Algebra Tiles, Class Set (one per TE: CC1, CC2, CC3, CCA, Int I, Int II)	9781603280136


### TEACHER INFORMATION

Teacher Name	Teacher email	Courses
Ed Lewis	ed.lewis@isd709.org	CC Algebra
Karilyn Romano	karilyn.romano@isd709.org	CC Algebra



By signing this CPM Textbook Pilot Commitment Letter Agreement and Order Form on behalf of the school or district identified below, I agree to the Pilot Program Terms and Conditions. My signature below indicates I am authorized to enter into this Commitment Letter Agreement and submit the Order Form on behalf of the school or district identified below.

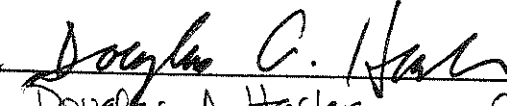
	<b>School or District Name:</b> HOCHS Independent School District 709
<b>Signatures:</b>	
	<b>By: Michael Cary</b> <b>Title:</b> Director of Curriculum <b>Email:</b> michael.cary@isd709.org <b>Phone/FAX:</b> 218-336-8700 (1037)
<b>Date of Signature:</b>	5/2/18

<b>CPM Educational Program:</b>

<b>By: Carmel Draper</b> <b>Title:</b> CPM Pilot Coordinator <b>Email:</b> carmeldraper@cpm.org <b>Phone/FAX:</b> (559) 623-3905/FAX: (209) 251-7529
5/2/2018

**CONTACT INFORMATION:**

	<b>Local Contact</b>
<b>Name:</b>	Patricia Bambenek
<b>Phone:</b>	218-343-3911
<b>Email:</b>	patricia.bambenek@isd709.org
	<b>Business Office Information</b>
<b>Title:</b>	Independent School District 709
<b>Address:</b>	201 N. 1st Av. East
<b>City, State, Zip:</b>	Duluth, MN 55802
<b>CPM Regional Coordinator</b>	Lisa Comfort lisacomfort@cpm.org

<b>eBook Administrator</b>
Patricia Bambenek 218-343-3911 patricia.bambenek@isd709.org
<b>Shipping Address (if different)</b>
<b>Shipping Notes:</b>

  
Douglas A. Hasler      05/04/18  
CFO  
218.336.8704



## Pilot Program Terms and Conditions

The following terms and conditions govern the provision and use of any one or any collection of Goods provided to a school or district participating in the CPM Textbook Pilot Program ("**Participant**") for up to one (1) school year ("**Pilot Term**"), defined below:

1. **Applicability.** (a) Effective on the date the Textbook Pilot Commitment Letter Agreement is signed by Participant and submitted to CPM ("**Effective Date**"), the Commitment Letter Agreement, including these Pilot Program Terms and Conditions (unless CPM has executed a separate written Purchase Agreement with Participant), the Order Form (whether submitted via fax, mail, or email), and any subsequent orders placed after the Effective Date (collectively, the "**Pilot Agreement**") shall govern the provision of, and license to use, textbooks, manipulatives, eBooks, and other materials ("**Goods**") by CPM Educational Program ("**CPM**") to Participant during the Pilot Term.

(b) The Pilot 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 with respect to Participant's use of the Goods during the Pilot Term. This Agreement prevails over any general terms or conditions of purchase that may be contained in a standard purchase order issued by Participant regardless if Participant has submitted its purchase order to CPM. Fulfillment of Participant's order pursuant to this Pilot Agreement for the pilot program does not constitute acceptance of any terms contained in Participant's standard purchase order and does not serve to modify or amend this Pilot Agreement.

2. **Delivery.** The Goods will be scheduled for delivery within a reasonable time after the receipt of Participant's Pilot Agreement (via submission of the Pilot Agreement, including the Order Form via fax, mail, or email), subject to availability of finished Goods. CPM 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 Participant to CPM of any such delays, CPM will work with Participant and the appropriate third party to track the shipment and resolve the issue. If for any reason Participant is not present for the delivery of any of the Goods on the date that the Goods are delivered, or if CPM is unable to deliver the Goods on such date because Participant has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Participant; (ii) the Goods shall be deemed to have been delivered; and (iii) CPM, at its option, may store the Goods until Participant picks them up, whereupon Participant 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 CPM on dispatch from Shipping Point is conclusive evidence of the quantity received by Participant on delivery unless Participant can provide conclusive evidence proving the contrary. The CPM shall not be liable for any non-delivery of Goods unless Participant gives written notice to CPM 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 CPM 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 Participant. 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.** (a) **Inspection by Participant.** Participant shall inspect the Goods within three (3) days of receipt ("**Inspection Period**"). Participant will be deemed to have accepted the Goods unless it notifies CPM in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by CPM. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Participant'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 Participant is unable to make productive use of the product.

(b) **Nonconforming Goods.** If Participant timely notifies CPM of any Nonconforming Goods, upon CPM's confirmation that the Goods are

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

6. **Price of Goods.** CPM shall provide to Participant a Price Quote including the full retail price of the Goods (the "**Price Quote**"). The price of the Goods listed in the Price Quote is guaranteed until the Notification Date, defined in Section 7 below. Any orders after the Notification Date will be charged at then-current market prices. Upon acceptance of the Pilot Agreement by CPM, Participant shall pay to CPM a non-refundable fee for the use of the Goods during the Pilot Term which shall be equal to the greater of \$500 or 20% of the full retail price of the Goods as set forth in the Price Quote (the "**Pilot Fee**"). If Participant ultimately purchases the Goods, the Pilot Fee will be credited to the purchase price. If Participant does not purchase the Goods, the Pilot Fee will not be refunded to Participant. 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 Participant. Participant is responsible for all applicable charges, costs and taxes; provided, that, Participant shall not be responsible for any taxes imposed on, or with respect to, CPM's income, revenues, gross receipts, personnel or real or personal property or other assets.

7. **End of Pilot Term Purchase or Return of Goods.** Participant shall contact CPM by April 1st of the Pilot Term ("**Notification Date**") to notify CPM whether it will or will not purchase the Goods. If Participant notifies CPM on or before the Notification Date that Participant will not be purchasing the Goods, then CPM will arrange to have the Goods returned. The Goods will be provided to Participant in new condition and shall be returned in substantially the same condition as received, minus normal wear and tear. Return shipments should be packed securely. Participant will be liable for the full retail cost of any portion of the Goods that are not returned. If Participant notifies CPM on or before the Notification Date that Participant will be purchasing the Goods, Participant must remit the purchase price for the Goods (the Price Quote minus the Pilot Fee) to CPM pursuant to Section 8 below and Participant and CPM shall enter into a separate agreement (the "**Purchase Agreement**") governing the purchase and subsequent use of the Goods. If Participant notifies CPM after the Notification Date that Participant will be purchasing the Goods, Participant must remit the purchase price for the Goods (the then-current market price for the Goods minus the Pilot Fee) to CPM pursuant to Section 8 below and Participant and CPM shall enter into a separate agreement (the "**Purchase Agreement**") governing the purchase and subsequent use of the Goods.

8. **Payment Terms.** Participant shall pay all invoiced amounts due to CPM within 30 days after the date of CPM's invoice. Participant shall make all payments hereunder in US dollars by cash, check, or credit or debit card. Participant 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. Participant shall reimburse CPM for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under this Pilot Agreement or at law, CPM shall be entitled to suspend the delivery of any Goods (including the disabling of any eBook licenses) if Participant fails to pay any amounts when due hereunder and such failure continues for 15 days following written notice thereof.

9. **License Grant.** In consideration of CPM's grant of the license and conditioned upon Participant's performance of its obligations and conditions under this Pilot Agreement, including Participant's Professional Learning Commitment as set forth in Section 10 of this Pilot Agreement, CPM hereby grants to Participant a fixed-term, non-exclusive, non-sub-licensable, non-transferable, limited license to use the Goods provided by CPM and described in the Order Form throughout the world, during the Pilot Term, solely for educational purposes in accordance with this Pilot Agreement and the Website Terms of Use (collectively, the "**License**"). Under the License, Participant may make physical copies of Goods provided by CPM for educational, non-commercial use in Participant's classroom(s) or

school(s). Participant may employ projection equipment to use the Goods for instruction of groups of students. Participant and its employees, contractors, and affiliates may not reproduce or use Goods provided by CPM for any commercial or non-educational use. Participant may not place or cause to be placed any part or excerpt of any Goods from CPM on the Internet or in any place outside of the Participant's school and accessible to the public. Participant'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, Participant shall not use CPM's name, logo, or any other CPM mark or copyright without the prior written permission of CPM, which permission may be given or withheld in CPM's sole discretion.

**10. Professional Development Commitment.** During the Pilot Term, Participant shall send its first-time teachers of a CPM course to attend CPM's complimentary Phase One implementation workshops and meetings for that course ("Programs"). Participant 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. CPM's assigned Regional Coordinator will assist with scheduling professional development workshops for Participant's teachers.

**11. Limited Warranty.** CPM 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.

**12. Limitation of Liability.** IN NO EVENT SHALL CPM BE LIABLE TO PARTICIPANT 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 CPM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CPM'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 OF THE PILOT FEE PAID BY PARTICIPANT.

**13. Termination.** In addition to any remedies that may be provided under this Pilot Agreement, CPM may terminate this Pilot Agreement, including any license(s) granted hereunder, with immediate effect upon written notice to Participant, if Participant: (i) fails to pay any amount when due under this Pilot Agreement; (ii) has not otherwise performed or complied with this Pilot 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, Participant must destroy or turnover to CPM all Goods provided by CPM, at CPM's option. Provisions of this Pilot Agreement which by their nature should survive any termination or expiration of this Pilot Agreement shall survive.

**14. 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 Pilot 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 Pilot Agreement, or as otherwise may be required by law.

(b) **Student Records.** If Participant provides CPM 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"), Participant hereby certifies that access to Protected Information is necessary for CPM to perform its duties and responsibilities under this Pilot Agreement, and the parties

agree that CPM 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 Participant pursuant to applicable law. Participant 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). Participant's failure to comply with these provisions, or Participant'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 Pilot Agreement. Participant agrees to indemnify, defend, and hold harmless CPM 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 CPM under this Pilot Agreement.

**15. Force Majeure.** CPM shall not be liable or responsible to Participant, nor be deemed to have defaulted or breached this Pilot Agreement, for any failure or delay in fulfilling or performing any term of this Pilot Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of CPM 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, Participant shall be entitled to give notice in writing to CPM to terminate this Pilot Agreement.

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

**17. Governing Law; Jurisdiction.** All matters arising out of or relating to this Pilot 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 Pilot 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.

**18. Compliance with Law.** Participant 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 Pilot Agreement.

**19. General Provisions.** Nothing contained in this Pilot 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 Pilot 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 Pilot Agreement. No waiver of any of the provisions of this Pilot 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 Pilot Agreement may only be amended or modified in a writing signed by an authorized representative of each party. This Pilot 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 Pilot 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 Pilot Agreement or the obligations of the parties, in which case this Pilot Agreement may be immediately terminated.

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 4th day of May, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Winonah Ojanen, 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 May 14, 2018, 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.** The contractor will work with the Coordinator of American Indian Education, Misaabekong Teachers and Assistants to develop/write/implement Ojibwe language curriculum for grades K-4.
3. **Background Check .** (Applies to contractors working independent with students)
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 in performing said obligations at a rate of \$32.00 (Thirty-two dollars) for curriculum writing and \$25.00 (twenty-five dollars)/an hour for implementation of the Ojibwe language curriculum in the classroom up to a sum not to exceed \$6,000.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.
5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
  - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
7. **Ownership of Materials.** The District reserves the rights to reproduce the

programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: \_\_\_\_\_

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.

*W. Mank* Contractor Signature \_\_\_\_\_ SSN/ Tax Identification Number \_\_\_\_\_

5/4/18  
Date

*D. Flores*  
Program Director \_\_\_\_\_

5/4/18  
Date

*Michelle Conroy*  
Director of Curriculum and Instruction \_\_\_\_\_

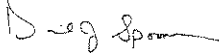
5/16/18  
Date

*Joseph A. Haas*  
Director of Business Service / Superintendent of Schools \_\_\_\_\_

05/17/18  
Date

# MEMORANDUM

**To:** Doug Hasler  
CFO/Executive Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** May 30, 2018

**Re:** QUOTE #4296 – Lincoln Park MS Pool Maintenance & Repair

The above reference quote was solicited from three vendors according to statute and School Board Policy. One (1) vendor submitted quotes for QUOTE #4296 – Lincoln Park MS Pool Maintenance & Repair. The attached Quote Tab reflects the quotes received related to the scope of work.

**Recommendation:**

It is recommended that the CFO/Executive Director of Business Services approve entering into an agreement with Horizon Commercial Pool Supply based on their Quote #20180419 LIN99B to acid wash the pool and patch plaster in the amount of \$7,200.00 and add alternate #1 Quote #20180419 LIN99A to replace the filter media in the sand filter at Lincoln Park Middle School in the amount of \$12,950.00 for a total estimated amount of \$20,150.00. If you concur, please sign all three (3) copies and return to the Facilities Management office for processing.

Enclosures

**QUOTE TABULATION**  
 Lincoln Park MS Pool Maintenance & Repair  
 QUOTE #4296

VENDOR	ACID WASH POOL & PATCH PLASTER	REPLACE MEDIA IN SAND FILTER	TOTAL QUOTE
Horizon Commercial Pool Supply	\$7,200.00	\$12,950.00	\$20,150.00
Badger Swim Pools			
Aqua Logic			



2125 ENERGY PARK DRIVE, ST. PAUL, MN 55108

[WWW.HORIZONPOOLSUPPLY.COM](http://WWW.HORIZONPOOLSUPPLY.COM)

1-800-969-0454

LOCAL 651-917-3075

FAX 651-917-3087



Cover Sheet

To:

From: Jason Leas

Pages: 3  
(including cover)

*Quote # 4296-LPMS*

*Pool Repair/  
Maintenance*

Additional Services Offered:

As an established commercial pool contractor & supplier we are here to provide additional services as needed including but not limited to:

- CPO training for your staff
- Training on local and state health codes
- Repair and maintenance of filter room equipment
- Repair and maintenance of pool vessel and plumbing
- Renovation services
- Online resources and purchasing
- Free ongoing consultation
- Water Quality Management Programs





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FAX 651-917-3087



### Customer Proposal / Quotation

**Quoted to:**

Lincoln Park Middle School  
3215 W 3rd St  
Duluth, MN 55806

**Contact 1:** Dylan  
**Contact 2:**  
**Phone:** (218) 336-8880  
**Fax:** (218) 336-8894

**Date:** 04/19/2018  
**Good Through:** 05/30/2018  
**Quote #:** 20180419 LIN99B

**Description:**

Quoted by: Jason Leas

Acid wash indoor pool & patch plaster as follows:  
Pool: 60' x 75' Rectangle; 3-12 ft depth; 8 lane lap pool.

- Tsp / Acid / Tsp wash indoor lap pool.
- We will only use acid if needed.
- Patch a 13" diameter hole in the plaster.

7/20 - 8/13

**Pricing:**

Quantity	Item Number	Description	Unit Price	Total Price
1		Acid wash & patch lap pool as specified above.	7,200.00	\$7,200.00

**Total:** \$7,200.00

ACCEPTANCE OF PROPOSAL – I am authorized to sign on behalf of the owner and I have read the attached **Terms & Conditions** and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Quote Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

- Products and equipment used to complete job are subject to applicable state & city sales taxes.
- **Quotes exceeding \$2,000 will require a payment of 50% upon quote acceptance and the remainder is due Net 10 Days.**
- Please read all attached Terms & Conditions, Proposal Notes, and product information. This quote, once signed, is a contract between Horizon Commercial Pool Supply & the property owner.

## TERMS AND CONDITIONS

### MECHANIC'S LIEN NOTICES (Minnesota & Wisconsin)

**MINNESOTA:** Pursuant to MINN. STAT. § 514.011 (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

**WISCONSIN:** As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

**PAYMENT:** On contracts exceeding two-thousand dollars (\$2,000.00), unless otherwise agreed, in writing on the first page of this Contract, payment shall be made in two equal installments. The first installment shall be due as a deposit and paid at the time this contract is signed by the Customer. The second installment is due and payable upon completion of the Project. If, for any reason, any amount less than 50% of the Contract is paid in the first installment, the entire remaining balance shall be paid in the second installment even though such payment renders the installment unequal. All payments on account must be made within **10 days from the invoice date**, unless otherwise agreed to by Horizon Commercial Pool Supply and Customer in writing. Customer agrees that receipt of any invoice setting forth the amount owed to Horizon Commercial Pool Supply represents an account stated unless, within ten days (10) days of receipt of the invoice, Customer objects to the invoice in writing and said written objection is delivered to Horizon Commercial Pool Supply.

**INTEREST AND ATTORNEYS' FEES:** Horizon Commercial Pool Supply will charge, and Customer agrees to pay, a service charge of 1.5% per month (18.0% per annum) or the maximum rate allowed by law. The service charge will be assessed on the past due portion of the account. Customer agrees to pay on demand all costs and expenses including reasonable attorneys' fees incurred by Horizon Commercial Pool Supply in connection with this Contract, and any other document or agreement related thereto, including all costs, expenses and attorneys' fees incurred by Horizon Commercial Pool Supply in enforcing these Terms and Conditions.

**SCHEDULING AND ESTIMATES:** All time estimates, schedules, start dates, completion dates, etc., are subject to change at Horizon Commercial Pool Supply's sole discretion and Horizon shall not be liable for any changes thereof. Customer acknowledges that time estimates, schedules, start and completion dates can and will change due to weather, unforeseen changes to jobs, workforce variations, material availability, unforeseen delays due to other contractor's work, equipment breaking down and holidays, etc. Any quotes, estimates or representations as to pricing are subject to change at Horizon Commercial Pool Supply's sole discretion as well.

**LIMITED WARRANTY ON WORKMANSHIP:** Horizon Commercial Pool Supply provides a limited one year warranty on its workmanship. This Limited Warranty on Workmanship ("Warranty") covers labor provided by Horizon staff only. Any product or equipment warranties are limited to and provided by their respective manufacturer or supplier. This Warranty does not cover problems arising from normal wear and tear, chemical action, stains from pool water or pool water minerals, neglect, abuse, or acts of God. Failure to pay the full Contract price relieves Horizon Commercial Pool Supply of all of its responsibilities under this Warranty and shall render this Warranty void. Warranty claims can be made by contacting Horizon Commercial Pool Supply at (651) 917-3075 within 12 months of completion. Horizon Commercial Pool Supply shall not be responsible or held liable for damages resulting from causes beyond its control caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, acts of god, any law, act or regulation of any governmental body. Customer acknowledges and agrees that Horizon Commercial Pool Supply's liability for any reason, including, without limitation, negligence, or strict liability, shall not include special, consequential or incidental damages.

Horizon Commercial Pool Supply, a division of Horizon Chemical Co., Inc.  
2125 Energy Park Drive, St. Paul, MN 55108  
651.917.3075 phone, 651.917.3087 fax  
www.horizonpoolsupply.com



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### Cover Sheet

To: Dylan  
From: Jason Leas  
Pages: 3  
(including cover)

Dylan,

Here is the quote to have your filter media replaced. Just an FYI hopefully these filters do not need any internal parts reason being is Nemato has gone out of business, as of now there is no availability of laterals for these filters. someone bought the company and is currently in the process of reorganizing the parts division, so hopefully parts will be available in the near future. Please feel free to call or email me with any questions or concerns.

Thanks,

Jason Leas

#### Additional Services Offered:

As an established commercial pool contractor & supplier we are here to provide additional services as needed including but not limited to:

- CPO training for your staff
- Training on local and state health codes
- Repair and maintenance of filter room equipment
- Repair and maintenance of pool vessel and plumbing
- Renovation services
- Online resources and purchasing
- Free ongoing consultation
- Water Quality Management Programs



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### Customer Proposal / Quotation

**Quoted to:**

Lincoln Park Middle School  
3215 W 3rd St  
Duluth, MN 55806

**Contact 1:** Dylan  
**Contact 2:**  
**Phone:** (218) 336-8880  
**Fax:** (218) 336-8894

**Date:** 04/19/2018  
**Good Through:** 05/30/2018  
**Quote #:** 20180419 LIN99A

**Description:**

Quoted by: Jason Leas

**Replace Filter Media in Sand Filter as follows:**

Filter Specs: (2) NFS-42-50B-275S (43 cubic feet of sand per filter.)

- Remove existing filter media and dispose of.
- Inspect filter and internals for wear or damage.
- Provide and install new filter media per manufacturer's specifications.
- Install new manhole gaskets as necessary.
- Perform system backwash and startup (pool operator must be present).

7/20 - 8/13

- NOTES:
- Quote does not include replacement of any filter internals unless otherwise specified.
  - Horizon is NOT responsible for hidden wear or damage of filter internals.
  - Access and water source must be provided to filter room for duration of work.
  - Nemato has gone out of business, as of now there is no availability of laterals for these filters. someone bought the company and is currently in the process of reorganizing the parts division, so hopefully parts will be available in the near future.

**Pricing:**

Quantity	Item Number	Description	Unit Price	Total Price
1		Replace Filter Media as specified.	\$12,950.00	\$12,950.00

**Total:**

**\$12,950.00**

ACCEPTANCE OF PROPOSAL – I am authorized to sign on behalf of the owner and I have read the attached **Terms & Conditions** and Proposal Notes and the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment(s) will be made as specified.

Quote Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

- Products and equipment used to complete job are subject to applicable state & city sales taxes.
- Quotes exceeding \$2,000 will require a payment of 50% upon quote acceptance and the remainder is due Net 10 Days.
- Please read all attached Terms & Conditions, Proposal Notes, and product information. This quote, once signed, is a contract between Horizon Commercial Pool Supply & the property owner.

## TERMS AND CONDITIONS

### MECHANIC'S LIEN NOTICES (Minnesota & Wisconsin)

**MINNESOTA:** Pursuant to MINN. STAT. § 514.011 (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

**WISCONSIN:** As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

**PAYMENT:** On contracts exceeding two-thousand dollars (\$2,000.00), unless otherwise agreed, in writing on the first page of this Contract, payment shall be made in two equal installments. The first installment shall be due as a deposit and paid at the time this contract is signed by the Customer. The second installment is due and payable upon completion of the Project. If, for any reason, any amount less than 50% of the Contract is paid in the first installment, the entire remaining balance shall be paid in the second installment even though such payment renders the installment unequal. All payments on account must be made within **10 days from the invoice date**, unless otherwise agreed to by Horizon Commercial Pool Supply and Customer in writing. Customer agrees that receipt of any invoice setting forth the amount owed to Horizon Commercial Pool Supply represents an account stated unless, within ten days (10) days of receipt of the invoice, Customer objects to the invoice in writing and said written objection is delivered to Horizon Commercial Pool Supply.

**INTEREST AND ATTORNEYS' FEES:** Horizon Commercial Pool Supply will charge, and Customer agrees to pay, a service charge of 1.5% per month (18.0% per annum) or the maximum rate allowed by law. The service charge will be assessed on the past due portion of the account. Customer agrees to pay on demand all costs and expenses including reasonable attorneys' fees incurred by Horizon Commercial Pool Supply in connection with this Contract, and any other document or agreement related thereto, including all costs, expenses and attorneys' fees incurred by Horizon Commercial Pool Supply in enforcing these Terms and Conditions.

**SCHEDULING AND ESTIMATES:** All time estimates, schedules, start dates, completion dates, etc., are subject to change at Horizon Commercial Pool Supply's sole discretion and Horizon shall not be liable for any changes thereof. Customer acknowledges that time estimates, schedules, start and completion dates can and will change due to weather, unforeseen changes to jobs, workforce variations, material availability, unforeseen delays due to other contractor's work, equipment breaking down and holidays, etc. Any quotes, estimates or representations as to pricing are subject to change at Horizon Commercial Pool Supply's sole discretion as well.

**LIMITED WARRANTY ON WORKMANSHIP:** Horizon Commercial Pool Supply provides a limited one year warranty on its workmanship. This Limited Warranty on Workmanship ("Warranty") covers labor provided by Horizon staff only. Any product or equipment warranties are limited to and provided by their respective manufacturer or supplier. This Warranty does not cover problems arising from normal wear and tear, chemical action, stains from pool water or pool water minerals, neglect, abuse, or acts of God. Failure to pay the full Contract price relieves Horizon Commercial Pool Supply of all of its responsibilities under this Warranty and shall render this Warranty void. Warranty claims can be made by contacting Horizon Commercial Pool Supply at (651) 917-3075 within 12 months of completion. Horizon Commercial Pool Supply shall not be responsible or held liable for damages resulting from causes beyond its control caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, acts of god, any law, act or regulation of any governmental body. Customer acknowledges and agrees that Horizon Commercial Pool Supply's liability for any reason, including, without limitation, negligence, or strict liability, shall not include special, consequential or incidental damages.

Horizon Commercial Pool Supply, a division of Horizon Chemical Co., Inc.  
2125 Energy Park Drive, St. Paul, MN 55108  
651.917.3075 phone, 651.917.3087 fax  
www.horizonpoolsupply.com

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 30th day of May 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and Horizon Commercial Pool Supply, 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 July 20, 2018, and shall remain in effect until June 30, 2019 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.** Perform all work as referenced in Quote #4296 for maintenance and repair of the pool at Lincoln Park Middle School. Contractor Quote #20180419 LIN99B to acid wash pool and patch plaster in the amount of \$7,200.00; to be performed starting July 20, 2018 and completed by August 13, 2018.

Add Alternate #1: Contractor Quote #20180419 LIN99A to replace filter media in the sand filter - \$12,950.00; to be performed starting July 20, 2018 and completed by August 13, 2018 once the availability of the replacement laterals for the filters is verified should they need to be replaced. If laterals are not available in order to schedule filter replacement by August 13, 2018, this service will be delayed until a coordinated date but must be completed prior to June 30, 2019. If the media replacement is not able to be completed by June 30, 2019, Contractor Quote #20180419 LIN99A and Add Alternate #1 will become null and void.

Total Contract award amount is estimated at \$20,150.00 including Add Alternate #1. The final amount will be based on the need for internal filter replacement parts.

3. **Contract Documents.** It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractors Insurance Policy;
4. Asbestos Containing Materials Acknowledgment Form; and
5. Any other documents identified by ISD 709.

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 in the amount of approximately \$20,150.00 based on Contractor Quote #20180419 LIN99B - \$7,200.00, Add Alternate #1 Contractor Quote #20180419 LIN99A - \$12,950.00 if completed in the defined time frame above and replacement lateral parts if necessary.

Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

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, or to seek other damages.

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

8. **Independent Contractor.** Both the District and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of the District. 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 David J. Spooner, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail care of Horizon Commercial Pool Supply, 2125 Energy Park Drive, St. Paul, MN 55108.

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 without regard to conflict of laws considerations.

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

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

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

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 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.

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

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

19. **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.

20. **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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this



insurance shall be provided to the District. This insurance shall be in at least the amount of \$1,500,000.

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

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

<u>District Employee</u>	<u>Position</u>
Doug Hasler	CFO/Executive Director of Business Services

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

<u>District Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

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

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

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

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


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

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

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

INDEPENDENT SCHOOL DISTRICT NO. 709

HORIZON COMMERCIAL POOL SUPPLY

  
\_\_\_\_\_  
CFO/Executive Director of Business Services

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11<sup>th</sup> day of May, 2018, by and between Independent School District #709, a public corporation, hereinafter called District, and William Dubin, 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 May 11, 2018, and shall remain in effect until May 11, 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.** (insert programs or services to be performed by contractor)

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 350.<sup>00</sup>. 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 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States mail \_\_\_\_\_ (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.

<u>William Durbini</u>	---	<u>5-3-18</u>
Contractor Signature	SSN/Tax ID Number	Date
<u>Brenda Vakhauer, Principal</u>		<u>5-3-18</u>
Program Director		Date
<u>Ma</u>		
Director of Curriculum and Instruction		Date
<u>Joseph A. Hahn</u>		<u>05/04/18</u>
CFO/Director of Business Services/Superintendent of Schools		Date

## Invoice

From:

William Durbin  
2402 Greysolon Rd.  
Duluth, MN 55812  
218-263-9180

For: Author Appearance

Date: 5-11-18

Place: Lincoln Park Middle school

Fee:

Daily rate: \$350 (two presentations and one workshop)

Mileage: no charge

Lodging: no charge

Total:           \$350          

William Durbin  
William Durbin

## Biography

William Durbin lives on Lake Vermilion at the edge of Minnesota's Boundary Waters Wilderness. A winner of the Great Lakes Book Award and a two-time winner of the Minnesota Book award, he has published thirteen novels for young readers, including, *The Broken Blade*, *Wintering*, *Until the Last Spike*, *Blackwater Ben*, *The Darkest Evening*, *Song of Sampo Lake*, and *The Winter War*. His latest work, co-authored with his wife Barbara, is *Dead Man's Rapids*. For more information visit his website at [williamdurbin.com](http://williamdurbin.com).

His other honors include a Junior Library Guild Selection, Bank Street College Children's Book of Year list, the ALA's Amelia Bloomer list, New York Library Books for the Teen Age list, Maud Hart Lovelace nomination, Jefferson Cup Series of Note Award, Oppenheim Toy Portfolio Award, America's Award commended title, Book Sense Summer Pick, *Boy's Life* magazine serialization, St. Petersburg Times serialization, nominations for numerous state awards lists, and starred reviews in the major journals.

"William Durbin's attention to detail—both historical and fictional—make him one of today's masters of historical YA fiction." -- David Gill of the NCTE



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](mailto:trains@northshorescenicrailroad.org)

**2018 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 (hereafter called Chartering Party). The Chartering Party's authorized representative is Pat Isbell, [patricia.isbell@isd709.org](mailto:patricia.isbell@isd709.org), 218-336-8875

**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: **Duluth Depot.**

On **May 23<sup>rd</sup>, 2018 at 8:30am** 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 **Coach seating for 100** 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 **100 people** and will be finalized by date 10 business days prior to excursion dates.

Schedule of the train: 8:30am Get on train in Lakeside and ride to Downtown - go see a movie and then back PICKUP AT PLAYFRONT PARK AT 12:45

**FEES**

The Chartering Party agrees to pay the total sum of **\$300.**

This cost includes a roundtrip excursion to **Lakeside neighborhood / 52 Ave East.**

**DEPOSIT & PAYMENTS**

A signed copy of this contract must be returned within 30 days of its issue, with a \$50 non-refundable booking fee, put towards the total listed above. A deposit of **\$150** (1/2 total costs) is due within 1 month of the scheduled 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.

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. There can be no more than 10 payment transactions

**CANCELLATION & REFUNDS**

The Chartering Party must cancel the reserved excursion at least 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. If a damage deposit is required, it 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. The \$50 booking fee, is a non-refundable fee applied to the total expenses.

**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 Operator's 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 all Policies of the Operator, including Alcohol Policies, 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. Passengers are subject to search 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 personnel to be hired.

In the event that the Chartering Party causes a delay to the operation of a scheduled train, without having given Operator adequate prior notice of such delay, Operator shall have the sole right to assess a penalty fee of \$900 for any delay in excess of 20 minutes to a scheduled train departure. Further penalties may be assessed depending upon additional delay, per 20 minute period. Chartering Party shall have passengers available for boarding not less than 10 minutes prior to scheduled train departure. Any such penalty shall be paid by the Chartering Party within 5 days of the operating date

*Douglas A. Hasler*  
 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: 05/08/18

Date: 5/4/2018

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



# Memorandum

**To:** Doug Hasler  
**From:** Jason Barsness  
**Date:** 4/30/2018  
**Re:** Velocity EHS - MSDS Online Account Renewal

---

I will be forwarding an online renewal e-mail for MSDS online services that requires a signature if we renew the agreement.

MSDS online is a web based service that allows employees to access any material safety data sheet online. The system keeps SDS's available, up to date, and on file as required by OSHA. The district has been using MSDS online for several years and I would like to continue using their services. The contract is their lowest rate contract and covers a three year period at a rate of **\$2899.00 per year (\$8697.00 total)** with coverage for all the buildings. Single year contracts are about \$450 more per year and have the potential to increase annually.

MSDS Online has historically been the lowest priced standalone system for SDS's. Other companies are charging up to \$500 per building per year unless it is part of an all-inclusive safety program.

I recommend approval of the contract to continue using MSDS online services. If you have any further questions, please call or email.

222 Merchandise Mart Plaza, Suite 1750  
 Chicago, IL 60654  
 Ph: 312.881.2000  
 Fax: 866.590.4961  
 Tax ID #: 04-3626476

**Contract Number:** RS-068269  
**Contract Date:** 4/25/2018  
**Sales Rep:** Patrick Becker  
**Offer Valid Through:** 5/25/2018

**Customer Information**

**Bill to:**  
**Customer:** Duluth Public Schools  
**Attn:** Jason Barsness  
**Address:** 215 N. 1st Ave.  
 Duluth, MN 55802

**Ship to:**  
**Customer:** Duluth Public Schools  
**Attn:** Jason Barsness  
**Address:** 215 N. 1st Ave.  
 Duluth, MN 55802

**Terms and Conditions**

**Related Contract:** Not Applicable  
**Contract Start Date:** 7/16/2018  
**Contract End Date:** 7/15/2021  
**Term:** 3 Years  
**Coverage:** 15 Location(s)

**PO Number:**  
**Payment Terms:** Net 30  
**Billing Frequency:** Annually  
**Initial Invoice Due:** 7/16/2018

MSDS Management	Qty	Year 1	Year 2	Year 3
HQ Account	1	\$2,899.00	\$2,899.00	\$2,899.00
Additional Management Licenses - HQ	1	\$0.00	\$0.00	\$0.00
<b>Total:</b>		<b>\$2,899.00</b>	<b>\$2,899.00</b>	<b>\$2,899.00</b>

This Customer Order is governed by the terms and conditions of the MSDSonline Master Subscription Agreement, as posted on www.MSDSonline.com. By signing below, Customer agrees to be bound by such terms and conditions. MSDSonline may deem this Customer Order null and void if executed agreement is not received by MSDSonline by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

**Duluth Public Schools**

**MSDSonline**

**Signature:** Douglas A. Hasler  
Douglas A. Hasler (May 4, 2018)

**Signature:** \_\_\_\_\_

**Name:** Douglas A. Hasler

**Name:** \_\_\_\_\_

**Title:** Executive Director of Business Services

**Title:** \_\_\_\_\_

**Date:** May 4, 2018

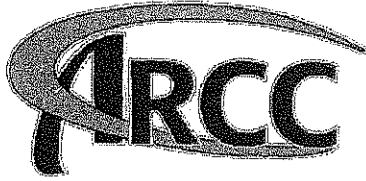
**Date:** \_\_\_\_\_

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**Base subscription pricing includes:**

- 1 annual HQ subscription(s) for the Customer and its employees included within the Coverage of this agreement
- A Primary Account Administrator and 1 Additional Administrator(s). Additional Administrators may be purchased for \$100 USD per Administrator.
- Unlimited MSDS database searches, views and additions to the eBinder.
- Annual allotment of 50 MSDS Requests and 100 MSDS Uploads. Additional MSDS Requests may be purchased in bundles of fifty (50) for \$200 USD; additional MSDS Uploads may be purchased in bundles of (100) for \$200 USD.
- Implementation Services and Customer/Technical Support.

Unless otherwise noted, all fees are in USD, and Year One (1) fees become due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract Start Date reflects the subscription "anniversary date"; subsequent yearly fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Customer may at its discretion pre-pay the full term of the agreement. Sales tax associated to this Order will appear on the invoice, where applicable.



**Letter of Agency  
Regarding E-Rate Consulting Services  
From July 1, 2018 through June 30, 2019**

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, 2018** through **June 30, 2019**.

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.
-


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

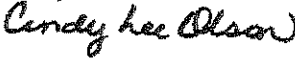
- Will check USAC/SLD web site on weekly basis once funding waves have started and will notify the District when their funding has been awarded and what the next step is in the process.
- **Form 486 (Notifies USAC/SLD that services have begun)**
  - Will notify the District when funding is received that 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.

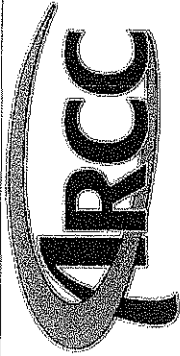
The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

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.

  
ISD700 - Duluth Public Schools  
215 N First Ave E  
Duluth, MN 55802  
06/01/2018

  
Arrowhead Regional Computing Consortium  
5 West First Street #300  
Duluth, MN 55802  
06/01/2018



ARROWHEAD REGIONAL COMPUTING CONSORTIUM (ARCC)  
 4884 MILLER TRUNK HWY, STE 300  
 DULUTH MN 55802  
 (218)723-1700

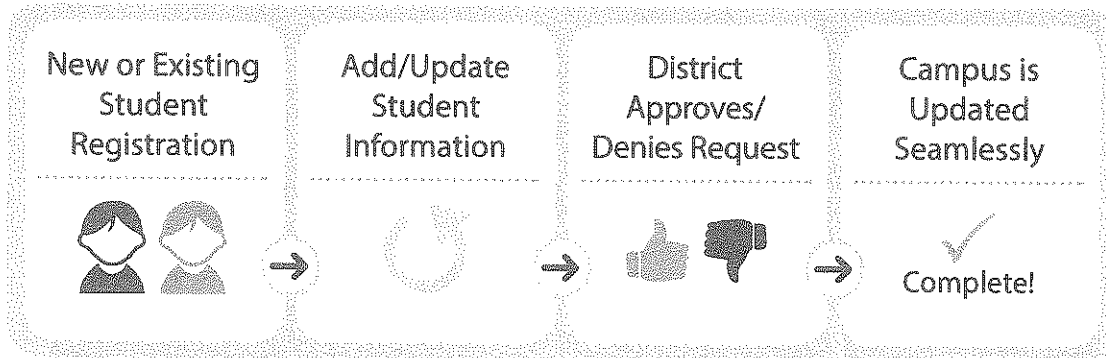
ISD #709 Invoice #: 2019-039  
 DULUTH PUBLIC SCHOOLS Invoice Date: June 15, 2018  
 ATTN: TECHNOLOGY DEPT Payment Due: July 15, 2018  
 215 N FIRST AVE E  
 DULUTH MN 55802

Invoice for 07/01/2018 - 06/30/2019 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
8,254		FY17 ADM Served Final, Jan 2018		Contracted E-Rate Service Fee	0.20	1,650.80
		<b>Total Invoice</b>				<b>\$ 1,900.80</b>

# Campus Online Registration - Prime

New and existing student registration is a paper-intensive, inefficient process. Campus Online Registration - Prime is designed to streamline these processes with a configurable, flexible solution that will adapt to meet your district needs.



## Benefits

- Present pre-populated screens to current parents and retain integrity of submitted household data through Campus Census. District staff verify information prior to it being approved for use in the core system.
- Eliminate duplicate data entry by staff and parents for multiple children in a household.
- Use Campus Multi-language Editor for non-English speaking households.
- Send emails via Campus Messenger to notify parents of updates and changes.
- Provide extended information by adding links within the application (PDFs, district collateral, etc.).
- Using health processing tools, review and confirm critical health information prior to enrollment while maintaining student health confidentiality.
- Optional customizations available.

## Key Functionality

- Enable parents to update and/or enter demographic, health provider, allergy, health conditions, emergency contact, and student relationships.
- Link to custom forms to meet district needs.
- Offer "save my work" functionality so parents can return later to complete the registration process, if interrupted.
- Offer the ability to print or save registration package.
- Run four different reports for application and enrollment status.
- A digital repository allows you to upload utility bills for address verification, birth certificates, immunization files and transcripts.
- Use the process alerts to communicate notifications to appropriate district staff such as homeless, special ED, Health, etc.

*We understand all districts needs vary, that's why we created two options for Campus Online Registration. For details contact Paula Soucheray at 800.850.2335 or email Paula.Soucheray@infinitecampus.com.*

### Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Duluth Independent School District 709, ("Licensee").

Description	Initial Term Start Date	Initial Term Length	Quantity	Fee Type	Unit Price	Total
Online Registration Prime	12/1/2018	7	8,304	Prorated	\$1.17	\$9,688.00
Campus Services, Online Registration Prime Training Days	12/1/2018	2	2	One Time	\$1,200.00	\$2,400.00
<b>Year 1 Total</b>						<b>\$12,088.00</b>
Description	Term Start Date	Quantity	Fee Type	Unit Price	Total	
Online Registration Prime	7/1/2019	8,304	Recurring	\$2.00	\$16,608.00	
<b>Annual Recurring Total</b>					<b>\$16,608.00</b>	

Duluth Independent School District 709

By: \_\_\_\_\_  
 Name: Douglas A. Hasler  
 Title: Executive Director of Business Services

*Douglas A. Hasler*  
 Douglas A. Hasler (May 4, 2018)  
 05/04/19