

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, November 7, 2022

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting - Nathan Norton & Pat Overum Change Events/Change Orders Discussion for New Construction</u>	<u>2</u>
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	4
B. Business Services	
1) Finance Department Report - Verbal	
2) Enrollment Report	6
3) Child Nutrition Department Report	8
4) Facilities Department Report	10
5) Technology Department Report	12
6) Transportation Department Report	13
3. <u>Recommended Resolutions</u>	
A. B-11-22-3921 - Acceptance of Donations to Duluth Public Schools	14
B. B-11-22-3922 - Acceptance of Grant Awards to Duluth Public Schools	16
4. <u>Consent Agenda</u>	
A. HR Staffing Report	17
1) Job Description for Purchasing Coordinator	18
2) Job Description for Accounting Supervisor	25
3) Job Description for Health Services Coordinator	31
B. Finances	
1) Financial Report	36
2) Fundraisers	39
C. Bids, RFPs, and Quotes - None	
D. Contracts, Change Orders and Leases - None	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. District Properties Update	40
B. Expenditure Contracts	46
C. No Cost Contracts	132
D. Revenue Contracts - None	
E. Grant Applications	174



November 7, 2022

Duluth Public Schools – ISD #709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

RE: ISD#709 ICS Project Update

Dear Members of the Board,

ICS, in conjunction with Dave Spooner, has reviewed the following construction change events. Once reviewed and concurrence achieved, Dave Spooner approved the following items.

Many of the change events were expected, as they consist of material or work changes that had been previously considered and are funded by previously School Board approved allowances or contingencies.

These change events to date fit within the budget and the entire project is trending as planned. In addition, these change events do not impact the overall budget.

Facilities:

a) CE-020 – PR-004 – Adding Power to Door 119.1	\$5,743.37
b) CE-024 – Misc. FWO’s	\$12,118.05
a. CMU patching, Wood bucks OHD, Scuppers Mods	
c) CE-025 – Misc. FWO’s	\$1,693.65
a. Repaid Janitor Sink and Demo Letters	
d) CE-027 – PR-007 Aiphone and Master Station Add	\$7,522.20
e) CE-028 – ERU-1 Duct Modifications	\$1,732.50
f) CE-029 – Replace Existing Flush Valves	\$2,077.57
g) CE-030 – Inspector Request; Add CO Sensor Boiler Room	<u>\$2,438.10</u>
	\$33,325.44

DSC/Transportation/Roadways:

a) CE-009 – Steel Modifications at Firewall/Snow loading	\$37,455.60
b) CE-013 – AS-003 Add Bollards	\$4,138.05

c) CE-016 – Rock Removals thru 6.7.22	\$59,575.00
d) CE-017 – Flag Pole Change from Banner Type	-\$1,525.00
e) CE-018 – ASI-005 Interior Update	\$12,991.36
a. Mailroom and workroom casework add	
b. Wall modifications, itinerant ceiling, and floor changes	
f) CE-019 – ASI-006 Conformance Set	\$5,101.84
a. Door frame rating changes	
b. Door size modifications and hold opens added	
c. Fire ratings of wall changes	
g) CE-020 – Veit FWO’s thru 6.29.22	\$9,232.71
a. MN Power Excavation of trenches	
b. Remove unforeseen concrete electrical vault	
h) CE-021 – Glazing Rating and Tint Additions	\$62,199.39
i) CE-022 – Central HS Temporary Power	\$45,272.00
j) CE-024 – ASI-008 Elevator Furring Wall	\$5,882.80
k) CE-025 – PR-006 Added Fire Dampers	\$6,834.00
l) CE-026 – Rock Removals thru 8.3.22	\$44,675.00
m) CE-027 – Thelen FWO Temp Water at Central HS	\$629.00
n) CE-028 – Bedrock Footing Modifications DSC	\$32,832.98
o) CE-029 – PR-007 – Drawing A6.8 Railing Revision	\$8,706.26
p) CE-030 – PR-008 – Aiphone and Master Station Add/Changes	\$6,404.00
q) CE-032 – STC Water Connection	\$17,700.00
r) CE-033 – Stair Hatch Added Steel Support	\$1,332.43
s) CE-034 – PR-009R1 Central Entrance Sanitary Conflict	\$24,954.35
t) CE-035 – Canopy Support Modifications Transportation	\$1,131.53
u) CE-039 – Veit FWO’s 7, 8, 9, 10	\$12,253.00
a. Core drill Courtney Drive for Existing Drain Tile Connection	
b. Additional Crane Road Install	
c. Furnish/Install Ramp inside DSC	
d. Soil Corrections inside Transportation Building	
v) CE-041 – Central Entrance Asphalt Thickness	\$15,521.22
w) CE-042 – Temp Rain Leaders DSC	<u>\$4,583.00</u>
	\$417,880.52
Demolition Central HS:	
a) CE-001 & 2: Regulated Waste Transfer & Salvage Reduction	\$35,230.00

Sincerely,

Nathan Norton
Senior Project Manager

**Human Resources Report Summary
November 2022 Activities**

Staffing Updates:

Number of staffing changes Received by HR during the month of October. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	4	22
# Retirements	4	1
# Resignations	1	8
# Leave of Absences	0	3

HR Department Updates:

Our Human Resources Manager, Kate Elling, resigned on November 4, 2022, after securing a Human Resources position with the Minnesota Department of Education. Kate served the District for almost 5 ½ years. She held the manager position for 1 ½ years and prior to that served as the District's Benefits Coordinator. Kate was responsible for providing overall direction for staffing activities of non-certified and certified staff and also assisted with many personnel activities, including discipline, labor negotiations and investigations. We are sad to see Kate go, but are very excited for her new opportunity and wish her well in her new position. Interviews will be held on Friday November 11, 2022 to find a suitable replacement.

Paraprofessionals at two sites started using electronic timesheets in mid-October. We hope to the paraprofessionals on electronic timesheets by the end of the year.

The Human Resources Director attended the Minnesota Association of School Personnel Administrators(MASPA) October 12-14, 2022. The primary focus of the training was Equity and Inclusion. Human Resources staff attended the Harvest Job Fair on October 19, 2022 at the Cloquet Memorial Hospital and continue to look for other opportunities to promote jobs at ISD709 throughout the region.

Benefits Updates:

It is that time of year and there are a lot of happenings within the Benefits Department. The Benefits Team survived the papercuts of stuffing over 1000 envelopes over the last few weeks and are in the FULL swing of Retiree open enrollment for Health, Vision and Dental and Active Employee Open Enrollment for Dental, Vision, Flex Spending and LTD. The Open Enrollment period ends on November 15, 2022 for active employees, and November 18, 2022.

On Wednesday October 26th Human Resources hosted our first of many retirement information sessions. This session was strictly for certified staff and was a full house with 24 participants

attending. We plan to host another session on Monday November 28th, and will have multiple sessions in December and January. These sessions will be open to all employees.

Benefits hosted their second Calm challenge in October which had participants. Molly Buettnr was drawn as the random winner of the challenge and received a Wellness/Self Care Basket valued at \$150. To date there are 612 employees that have signed up for the Calm App

Although Open Enrollment will take up a lot of the time for the Benefits Team in November, they continue to look for opportunities to improve processes and for more efficient ways to keep our employees engaged and healthy.

Hiring Updates:

Current Openings as of November 4, 2022:

Licensed:

- Teachers, Adult Basic Education (1)
- Teachers, District Wide (3)
- Teachers, High School (2)
- Teachers, Middle School (1)
- Teachers, Special Education (8)

Non-Licensed:

- Activities/Athletics (1)
- Administration (1)
- Administrative/Management (1)
- Child Nutrition (20)
- Maintenance/Transportation (1)
- Playground/Cafeteria Monitor (9)

Paraprofessionals (19)

- American Indian Home School Liaison (1)*
- Duluth Pre-School Program Paraprofessional (1)*
- Licensed Sign Language Interpreter (2)*
- Sign Language Facilitator (1)*
- Special Education Program (7)*
- Special Education Student Specific Setting III (5)*
- Supervisory Paraprofessional (3)*

Contract Negotiations:

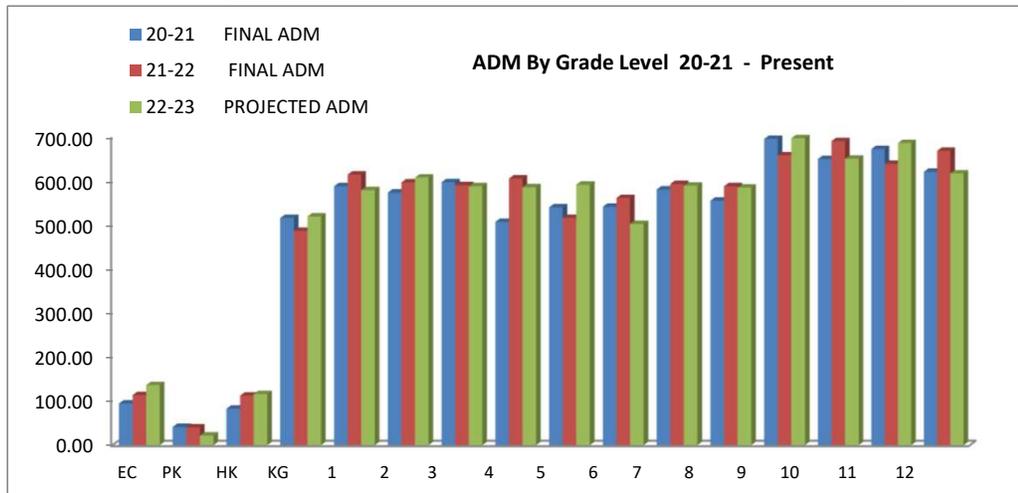
The Human Resources Director has been in continued discussion with management leaders and the union leadership regarding an alternate proposal.

**Duluth Public Schools Projected Average Daily Membership (ADM) Report
November 2022**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	370	311	272	137.39	102.00	2.69	0.44
PK	33	31	31	21.94	42.65	1.50	0.71
HK	127	114	109	117.00	90.00	1.05	1.06
KG	557	505	529	520.04	522.00	1.09	1.01
1	671	617	586	579.47	605.00	1.15	0.94
2	706	644	615	608.15	602.00	1.15	0.95
3	679	628	595	588.37	586.00	1.15	0.94
4	692	639	602	586.20	585.00	1.17	0.92
5	669	632	608	592.05	604.00	1.12	0.94
6	623	559	516.75	503.19	509.00	1.23	0.90
7	718	636	605.65	589.87	559.00	1.21	0.93
8	724	640	601.15	585.49	585.00	1.23	0.92
9	1005	775	735.85	697.04	648.00	1.43	0.91
10	1163	757	686.85	650.62	650.00	1.77	0.87
11	1310	822	724.35	686.14	680.00	1.90	0.84
12	1414	893	651.8	617.42	625.00	2.27	0.70
PS	187	135					
Total:	11461	9203	8469.4	8080.39	7994.65	1.41	0.88

+proj-budg> 85.74

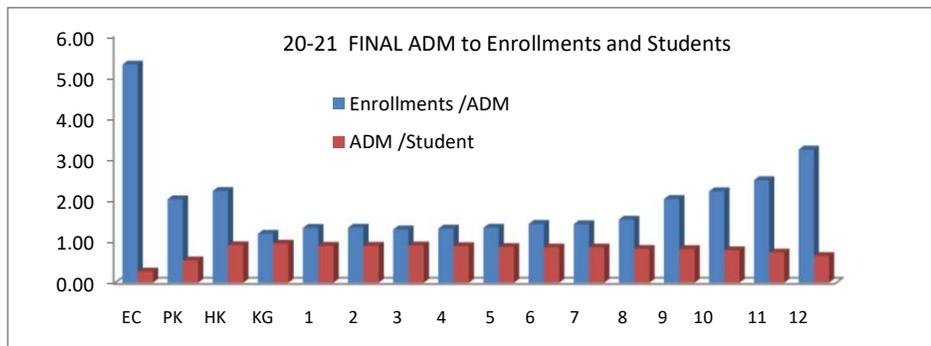
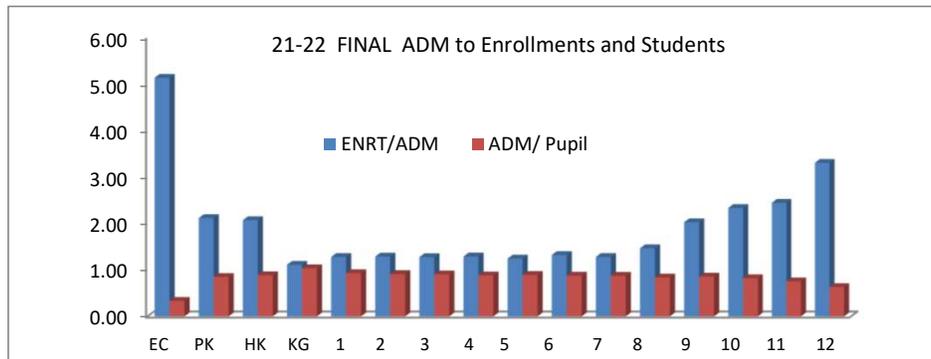
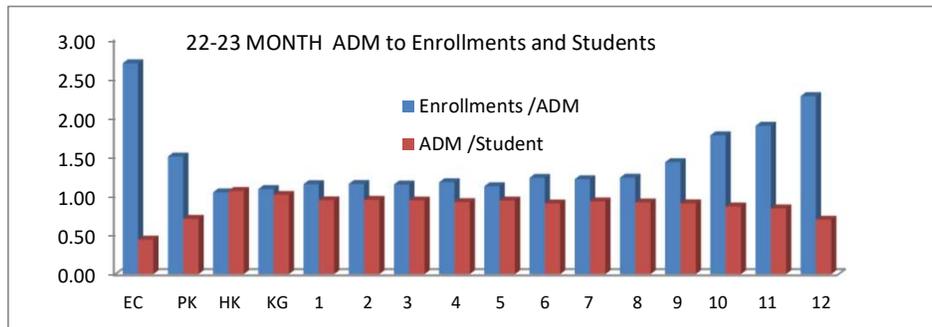
GRADE	20-21 FINAL ADM	21-22 FINAL ADM	22-23 PROJECTED ADM	Add'l Adjustments
EC	95.45	114.57	137.39	
PK	41.58	40.57	21.94	
HK	83.52	113.53	117.00	
KG	516.69	487.64	520.04	
1	588.40	614.80	579.47	
2	574.16	597.01	608.15	
3	597.62	590.84	588.37	
4	507.84	605.84	586.20	
5	540.73	516.78	592.05	
6	542.05	561.90	503.19	
7	581.07	593.59	589.87	
8	555.74	588.43	585.49	
9	695.44	658.15	697.04	
10	650.09	690.45	650.62	
11	672.61	638.94	686.14	
12	621.11	668.46	617.42	
Total:	7864.10	8081.50	8080.39	



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
November 2022**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	370	311	272	137.39	102.00	2.69	0.44
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+proj-budg> 85.74



Child Nutrition Report

October 2022

Week of:	Breakfast 10/3/2022	Lunch 10/3/2022	Breakfast 10/10/2022	Lunch 10/10/2022	Breakfast 10/17/2022	Lunch 10/17/2022	Breakfast 10/24/2022	Lunch 10/24/2022	Breakfast 10/31/2022	Lunch 31-Oct	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	216	1411	246	1313	6/17/1900	822	232	1349	40	208	903	5103	48	269
Denfeld	1032	2527	975	2510	587	1509	954	2389	176	496	3724	9431	196	496
Harbor City											0	1268	0	67
East High	1176	2524	1179	2659	744	1530	1144	2266	173	464	4416	9443	232	497
Homecroft	706	1166	743	1313	445	802	690	1337	91	268	2675	4886	141	257
Lakewood	295	670	319	602	183	383	320	632	51	128	1168	2415	61	127
Lester Park	936	1798	880	1716	528	1079	858	1742	119	327	3321	6662	175	351
Lincoln park	696	1685	681	1748	430	1016	709	1712	103	319	2619	6480	138	341
Lowell	1523	2105	1656	2050	901	1215	1461	1998	215	410	5756	7778	303	409
Laura Macart	1048	1136	1005	1087	601	697	977	1092	173	207	3804	4219	200	222
Myers-Wilkin	1104	1355	1092	1350	616	794	1050	1375	207	280	4069	5154	214	271
Ordean/East	625	2975	691	2998	431	1809	687	2975	110	627	2544	11384	134	599
Piedmont	1456	1648	1426	1619	833	975	1414	1652	273	326	5402	6220	284	327
Rockridge	86	91	93	100	60	72	87	107	16	22	342	392	18	21
Stowe	792	776	790	776	518	504	860	826	158	160	3118	3042	164	160
ALC	58	93	45	115	35	92	52	115	10	23	200	438	13	27
	5 days	5 days	5 days	5 days	3 days	3 days	5 days	5 days	1 day	1 day				
	4 alc	3 alc	4 days	4 days	3 alc	3alc	4 alc	4 alc	1 alc	1 alc				
	11749	21960	11821	21956	7081	13299	11495	21567	1915	4265	44061	84315	2321	4442
Denfeld Supp	Mon-thurs											0	TOTAL	
Daily average														

Child Nutrition Employee Update:

We remain 21 employees short, and have experienced really short days with illness, leaves, and other normal work year absences.

Farm to School Grant for 22-23

Child Nutrition has applied for a Farm to School Mini Grant. This grant will give us the opportunity to revamp our Farm to School Program. It's a back to basics plan that feels manageable at this time.

Large employer of the year award from MOAH (Minnesota Organization for Habilitation and Rehabilitation)

Child Nutrition was named a 2022 outstanding disability employer for providing exceptional work opportunities for employees with disabilities. These employees assist our program as dishwashers and other tasks as they are able. We are grateful for the award and for having them in our kitchens to help us get students fed.

Child Nutrition Program

Number of Employees

3 Administrative
1 Equipment Maint.
14 Managers
60 Helpers (21 open jobs currently)
11 Dishwashers
5 Subs

Programs Serviced

Breakfast
Lunch
Afterschool Snack
Headstart Breakfast
Headstart Lunch
Harbor City International School Lunch
Average daily meals/snacks—6668 Plus Ala Carte sales
Summer Breakfast
Summer Lunch
Fresh Fruit and Vegetable Grant—Myers Wilkins

Bids within Program

Food
Milk
Bread
Supplies/paper

Audits

Administrative Audits--3 years
Summer Meals--Yearly
New programs-- Yearly
Health Department --2 times a year

Free and Reduced Lunch applications

1200 per year (computer and hand calculated)
Verification Process --3% random pull once yearly

Menus

Meet USDA guidelines
Managed by Software and Proteam consultants
4 week cycle
Constant changes with subs, outages etc.

Site Visits

Mandatory Forms/review --1 visit per year-Breakfast/Lunch
Weekly or as needed

Educational Requirments

Managers are Serv Safe Certified Need 4 hours refresher every 3 years
USDA requires
Managers 10 hours
20+ hour employees 6 hours
20 or less hours 4 hours

Facilities Management & Capital Project Status Report October 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 301 work orders and are currently working on 335 open work orders.

Capital Construction

- Denfeld tower work is progressing well with all masonry pointing done, and just the roof (spire) and finial need to be installed..
- The Congdon Park window replacement project is almost done and looking good!
- New Denfeld SPED bathroom construction should be done by late October.
- LTFM projects for next summer are being discussed.
- Stowe Elementary is getting a fresh coat of paint on the interior.

- Ongoing Discussion with Legal Representation
 - PSS Track Lane 1 Ponding Remediation is in negotiations..

- Construction Tasks “On The Hill”
 - Facilities building is completed with new furniture installed.
 - Great progress is ongoing at the DSC and Transportation Building.
 - The first lift of bituminous is placed in front of Facilities, the lot between Facilities, and the road all the way to Central Entrance..
 - Abatement is completed at CHS, and demo will start in the 11/14/2022
 - DSC furniture is finalized and being ordered.

Building Operations

- Operations staff have been performing an excellent job with minimal staff, many are working OT, but doing their best to keep buildings looking good.
- There are 18 vacancies in the Facilities Operations that we are working hard as well as need to fill.

Health, Safety & Environmental Management

- First labor management safety committee held
- Several school security audits completed - results to be reviewed at November safety committee meeting
- User maintenance on Vector & Navigate360 training platforms

Workers’ Compensation Activities

October 2022

- First report of incidents:----- 25
- OSHA recordable incidents:----- 0
- Days away from work:----- 0

- Days of restricted work:----- 0

2022 YTD Incidents (January 1, 2022 - December 31, 2022)

- First report of incidents:----- 134
- OSHA recordable incidents:----- 20
- Days away from work:----- 123
- Days of restricted work:----- 338

Technology Department - October Report (10/1 - 10/31)

- **Cybersecurity**

- Google Security

- Gmail

- 1.5M Emails Messages Accepted/Delivered 
 - 158K were rejected 
 - 50K were identified as Spam 
 - 6.4K were identified as Phishing 
 - 37 were identified having a suspicious attachments 
 - 8.8K were identified as Spoofing 
 - 0 emails were identified as Malware

- Account Information

- 10,859 Active Accounts 
- 23.46TB of storage 
- 589.8K Files shared externally 
- 565 Suspicious login attempts 
- 2.1K Failed user login attempts 
- Data Loss Prevention (DLP) policy
 - 19 High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- 1307 Data Center Colocation Services opening is at 2:00 pm on Tuesday, November 29, 2022
- Near future
 - E-Rate Network Switches
 - E-Rate Network Wireless Controller

- **Technology Help Desk Tickets**

- 525 New Technology Support Tickets Created  (65%)
- 763 Tickets were resolved  (53%)
- 206 Tickets remain unresolved  (52%)

- **Projects**

- Cybersecurity - Continue working on security vulnerabilities that have been identified by Arctic Wolf.
- Continue to work with Benson Electric to install/move wireless access points following our Blended Learning Wireless Assessment report
- New AV equipment has been ordered for the DSC School Board Meeting Space. Some items have been received

Transportation Report October 2022 Activities

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

We continue to await the arrival of our two new buses which are expected to be delivered in March.

We are transitioning to using Transversa for routing. Implementation is expected in November – December. Transportation currently uses Versatrans for routing. Our department continues to navigate daily changes in routing per school requests.

There are daily changes on a total of 434 individual routes (routing, day changes, time changes, etc.).

The department continues to work on fine tuning routes.

- 115 trips in October, 2022
- 47 scheduled so far for November, 2022

Of the last five new hires, two continue to work for us. We anticipate losing four more in the next month. Average training time for new drivers is around five weeks.

Covid continues to be a concern for our staff due to quarantine time.

Bus Maintenance

- Maintenance on (non-transportation) vehicles x6.
- A&B scheduled maintenance inspection (checklist of items checked on each bus)
- Jump starts x approx. 0.
- Manual regenerations (multiple) (Emissions system) weekly shop item
- Electrical maintenance to correct wiring issues (ongoing)
- Bus services (Tires, body work, replacement windows) (Multiple)
- Gen maintenance

The average fleet age is 7.4 years. Current average mileage is 73,500 (goal is 50,000 – 60,000).

ELDT is still and will likely continue to be troublesome for some time. ELDT stands for Entry Level Drivers Training. It is a new requirement by the FMCSA (Federal Motor Carriers Safety Administration) that started on February 2nd of this year. Basically, the new requirement makes us train drivers to a different standard than we have for many years and adds in training that is not specific to bus drivers, or training that has not been required in the past.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor’s terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Head Start	Jane Killough	\$250.00	Donor is requesting this be used solely for Head Start	Deposited into the Preschool Student Activity Account
Laura MacArthur ES	Centricity Credit Union	In-kind		Centricity Credit Union ran a Back-2-School drive this August into September, where they selected 3 schools near their branches for the funds to go to. They chose Laura MacArthur in Duluth. They raised \$250 with the help of their members.
Laura MacArthur ES	Minnesota Wilderness Hockey Team	Funding for Level 3 SPED students to go on a DAPE, swim field trip, \$5. per student. = \$80. and pizza party \$20. Total = \$100.	Only used for the DAPE field trip.	
Laura MacArthur ES	Great Voices - Lisa & Jeremy Harala	\$250.00	Prairie Fire Theatre fee - 4th grade	This is to help offset the fees for Prairie Fire - Laura MacArthur 4th grade
Denfeld HS	Ralph & Janet Bierbaum	\$250.00		
Denfeld HS	Anonymous	\$2,000.00	Classroom supplies for Setting III	

Denfeld HS	Kathi Snider	\$250.00	Parent Involvement	
Denfeld HS	Bret & Heidi Johnson	\$50.00	Parent Involvement	
Denfeld HS	David & Jill Blazevic	\$100.00	Parent Involvement	
Denfeld HS	Steve & Kristin Regas	\$50.00	Parent Involvement	
Denfeld HS	Glenda Latour	\$50.00	Parent Involvement	
Denfeld HS	Brian & Karen McCormick	\$50.00	Parent Involvement	
Denfeld HS	Tim & Amy Doyle	\$50.00	Parent Involvement	
Denfeld HS	Michelle Williams	\$25.00	Parent Involvement	
Denfeld HS	Pete & Michelle Kilroy	\$25.00	Parent Involvement	
Denfeld HS	Eric & Holly Johnson	\$25.00	Parent Involvement	
Denfeld HS	Lisa Wormuth	\$20.00	Parent Involvement	
Denfeld HS	Holly Fearn	\$20.00	Parent Involvement	
Stowe ES	Asbury United Methodist Church	In-kind	Backpacks for students	
Stowe ES	Suzy Fairchild	\$150.00	Stowe School lunch accounts	
Congdon ES	Maurices	In-kind		Winter hats, gloves, mittens and scarves

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant in accordance with the donor’s terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Metronet	Cindy Miller/Media Specialist	District Wide	\$237.24	Professional Development in coursework called Engage Your Community by Uniting Marketing and Outreach (virtual)



CLASSIFICATION DESCRIPTION

TITLE: Purchasing/Procurement Coordinator

<p>Title of Immediate Supervisor: Executive Director of Business Services and Finance</p>	<p>Department: Purchasing</p>	<p>FLSA Status: Exempt</p>
<p>Accountable For (Job Titles): Clerical Level F, Clerical Level E, or Clerical Level D</p>		<p>Pay Grade Assignment: Non-Certified Business Division, Pay Class</p>

<p>General Summary or Purpose Of Job:</p>
<p>Under supervision, performs advance level duties in the purchase of supplies, equipment, and materials for the District; assists in the preparation of specifications and legal bids; and performs related duties as assigned. Responsible for the day-to-day functions in process and procedure of obtaining goods and services district-wide; determining best practices for methods of purchasing.</p>

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p>Purchase materials and equipment for the district by competitive bids, competitive sealed proposals, requests for proposals, government catalog contract purchases, informal quotations, and negotiations following established district criteria and state purchasing rules. Prepare of all bidding documents, including notice and instructions to bidders, specifications, and form of proposal. Receive and evaluate formal bids and make recommendations for the award of contracts to director for school board approval. Initiate contact with vendors to check on supply and equipment availability, invoices, purchase orders, and contracts. Analyze and compare vendor information for best price, performance, availability, terms, conditions and value of purchase.</p>	Daily 30%



CLASSIFICATION DESCRIPTION

TITLE: Purchasing/Procurement Coordinator

2.	Reviews requisitions and specification for completeness of description, including state contract verbiage when applicable, accuracy in billing and shipping addresses and determines if special circumstances exist in the delivery of goods to a location, for correct budget code and for approval authorization. Completes purchase order process by emailing or uploading purchase order to the vendor, accounts payable and the requisitioner for our district and non-publics when applicable. Confers with suppliers regarding back orders and researches late deliveries. Assists with quality control by contacting vendors about unacceptable goods or services and takes corrective action. Shares purchase order confirmations, tracking and backorder information and other communication received from the vendor with the requisitioner.	Daily 25%
3.	Continually updates computer software knowledge and skills in order to stay current with District changes in purchasing, accounting, word processing, spreadsheet, database, Internet, and e-mail packages and version changes. Analyzes product and procedure changes and implements into Purchasing Department practices. Maintains current and detailed knowledge of computer hardware, software and peripherals that meet District standards and needs for use in classrooms and in administrative functions.	Daily 20%
4.	Create purchase requisitions and utilize the P-card to order equipment, tools and supplies as needed for the Finance Department. Process Finance Department's annual blanket purchase orders for a new fiscal year. Assists in monitoring P-card expenditures and limits. Prepares necessary quarterly and end-of-year reports as requested.	Monthly 10%
5.	Builds and maintains relationships with vendors. Adds new vendors when requested by district staff, including contacting the company or individual to obtain a W-9 or social security number and necessary information for maintaining their vendor page. Maintains a vendor file for vendor selection in bids, quotes and RFP's. Performs tasks as requested by Accounts Payable to resolve invoice change issues on a purchase order.	Daily 5%
6.	Manages the district mailroom in interoffice and USPS mail processes, administers postage with mailing system and directs to the correct mailing facility. Assesses daily mail for use of money saving pre-sort option. Manages and directs the shipping and receiving of packages with all major couriers. Responsible for maintaining funds in the mailing system machine, the district's bulk permit and equipment lease. Keeps mail machine functioning with necessary updates, regular maintenance, webinar attendance and sustaining a relationship with supplier. Prepares end-of-year postage reports for auditing purposes.	Daily 25%



CLASSIFICATION DESCRIPTION

TITLE: Purchasing/Procurement Coordinator

7.	Responsible for coordinating and purchasing all district air travel through the district's state travel agency contract. Ensuring that proper paperwork and necessary budget and airline information has been obtained and shared with the traveler. Maintains and archives Pre-approval for Professional Leave and/or Travel files of district staff.	Monthly 5%
8.	Performs other duties of a comparable level or type.	As required

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of an associate's degree in business, accounting, management information systems or a closely-related field and at least five years experience in purchasing, inventory control, accounting or accounts payable; an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

Certified Purchasing Manager (CPM) preferred.

Knowledge Requirements:

Requires knowledge of:

- Procurement policies, procedures, state and local regulations, writing specifications, issuing/analyzing bids, designing and reviewing contracts, mediating disputes in the best interest of the school system.
- Inventory control techniques.
- Purchasing and inventory control computer software systems such as Skyward.
- Computer software and vendors, especially as related to accounting, purchasing, inventory, word processing, spreadsheets, databases, Internet, and e-mail.
- Procedures for purchasing, invoicing, and travel.
- Computer hardware products and manufacturers.

Skill Requirements:

Skilled in:

- Communicating effectively both orally and in writing with individuals at many levels within and outside the school system, and to serve as a trainer for procurement related issues.
- Organizing, planning, and executing work with minimal supervision.
- Ability to operate a personal computer, (e.g., word processing, spreadsheet, and other software as needed.)
- Excellent analytical, organizational, and detail skills.
- Ability to gather data, compile and analyze information, and prepare reports.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.



CLASSIFICATION DESCRIPTION

TITLE: Purchasing/Procurement Coordinator

- Direction and supervision of assigned staff.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Basic mathematics.
- Excellent interpersonal and public relations skill to interact with all levels of employees, staff members and the general public.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
Lift & Carry:				
Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
General Environmental Conditions:				
<p>Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.</p>				
General Physical Conditions:				
<p>Work can be generally characterized as:</p> <p>Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.</p>				

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		



CLASSIFICATION DESCRIPTION

TITLE: Purchasing/Procurement Coordinator

	Depth Perception		
	Peripheral Vision		

Job Classification History:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting

Position Eliminated April 30, 2012 by ER115735

REQUISITION REPORT

ER115735 SENIOR BUYER STATUS A REQUESTED DATE: 04/04/2012
 811NE07763 SENIOR BUYER BOARD APPROVED DATE: _____
 LOCATION: 012 HOCHS FTE: 1.00000
 FISCAL YR: 2011-12 EFFECTIVE YR: N
 BARGAINING UNIT: NONCER
 REASON CODE: 95 DISPLACEMENT REPLACING/AFFECTED EIN: _____

Start Date: 07/01/2012 Start Time: 08:00:00 M T W T H F
 Days Per Week
 Permanent Assignment: End Time: 04:00:00
 Temp End Date: _____ Fulltime: FTE: 1.00000 Weeks/Year: 52.00

Job Description:

Minimum Qualifications:

Desirable Qualifications:

Comments/Special Instructions:
 BUDGET CUT FY2013

Notes:

Budget Key Code	Object	PCN #	Percentage FTE	Approved Status:
1135012000	111000	811NE07763	100.00	U

HUMAN RESOURCES USE ONLY

Empl ID:(EIN#) _____ NAME: _____
 Date Offered: _____ Date Accepted: _____ Start Date: _____
 Offer Type: Internal External LTS
 Salary Index _____ Range: _____ Step: _____ Next Step Increase: _____
 Vacation Time Accrual: _____ Sick Time Accrual: _____ Sick Bank: Oct ___ May ___
 Eligibility: Benefits _____ Sick/Personal Leave _____ Holiday _____ Snow Day _____ Vacation _____
 Probation: Yes: ___ No: ___ # of months _____
 Notes: *position eliminated*

HR Signature: _____ Date: _____

CERTIFIED USE ONLY:

Minnesota Licensure: _____ Degree: _____ No. of Credits: _____
 Need to pay for provisional: Yes / No Variance Needed for Position: YES / NO Count as Tenure: YES / NO



CLASSIFICATION DESCRIPTION

TITLE: Purchasing/Procurement Coordinator



CLASSIFICATION DESCRIPTION

TITLE: Accounting Supervisor

<p><u>Title of Immediate Supervisor:</u> Executive Director of Business Services and Finance</p>	<p><u>Department:</u> Business Services, Finance and Budget</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Accountant I, Accountant II, Clerical Level F, Clerical Level C, Clerical Level B</p>		<p><u>Pay Grade Assignment:</u> Non-Certified Business Division Administrators' Association; Pay Class</p>

General Summary or Purpose Of Job:

Supervises plans, directs, and coordinates such functions as accounts payable, accounts receivable, student activities accounts, and grants accounting. Reviews and performs a variety of technical and accounting duties involved in performing responsible financial record keeping and the related reporting duties; reviews and participates in the establishment and maintenance of procedures; reviews and performs analysis of fiscal, financial, and statistical records; reviews and approves various reports. Ensures that the District's finance and budget activities are managed and processed in an accurate and timely manner, and that financial activities are conducted in compliance with School Board policies and procedures, governmental regulations, the Uniform Financial Accounting and Reporting Standards (UFARS), and generally accepted accounting principles. Works with the director on State aid and other revenue sources. Assists with the preparation of the annual audit. Reconciles general ledger accounts on a monthly basis. Monitors account receivable aging reports and delinquent accounts.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY



CLASSIFICATION DESCRIPTION

TITLE: Accounting Supervisor

1.	Oversees the accounts payable and receivable functions and is responsible for ensuring all essential duties and responsibilities are carried out on a daily basis. Reconciles the receivable accounts and monitors the aging reports. Researches and interprets fiscal and accounting regulations, laws and guidelines; recommends account numbers and performs system maintenance transactions of assigned area. Responds to problems and inquiries from accounting system users requiring detailed knowledge of policies, procedures, systems and regulations of assigned area.	Daily 20%
2.	Collects, maps, measures, analyzes and evaluates business and technical processes, identifying options for improvement and acting as the liaison between finance, human resources and technology. Re-engineer business processes by elevating the efficiency and effectiveness of those business processes that exist within the finance department and across business services. Make recommendations regarding project feasibility, priority, schedules and implementation using clear, concise, grammatically correct written and verbal communications to multiple levels of staff.	Daily 15%
3.	Coordinates the accounts payable and grant accounting processes to ensure achievement of departmental goals, as well as the overall goals of the District. Researches, analyzes and summarizes information relating to District expenditures and other projects. Composes edits and implements analytical information for management use. Analyzes accounts payable aging for propriety. Directs the accounts payable and grant accounting staff in compliance of government regulations, district policy and procedures, UFARS and grants. Reconciles State Aid Revenue received from the Minnesota Department of Children, Families and Learning. Creates and maintain spreadsheets and reports related to audits, expenditures, general education revenues and other projects. Examines records and accounts on a periodic basis for the purpose of determining the accuracy, reliability and completeness of financial records and report. Reconciles payable accounts and prepares adjusting entries, as necessary.	Daily 20%
4.	Maintains and prepares a variety of detailed financial, accounting, and statistical statements, analyses, documents, and reports; gathers and organizes data and participates in the preparation of reports and recommendations; maintains and prepares financial, accounting, and statistical studies and reports. Assists in the preparation of the annual financial statements single audit, and various audit worksheets and monthly reconciliations	Monthly 15%



CLASSIFICATION DESCRIPTION

TITLE: Accounting Supervisor

5.	Serves as the subject matter expert and conduct quality control audits of data inputted in the integrated systems of finance. Provides technical assistance to staff of the finance department in resolving day-to-day systems or business problems, including specific project support or computer-based applications.	Weekly 15%
6.	Identifies bad debt accounts that need to be sent to collection agencies. Updates bad debt spreadsheets and reconciles to monthly statements from collection agencies. Sends out new collection accounts to agencies as presented by other departments.	Weekly As required
7.	Supervises, directs and assigns the duties of the accounts payable, , accounts receivable and grants staff. Promotes high morale and recognition for quality of work. Coordinates the development of employer expectations and performance appraisals. Creates a positive atmosphere for communications between management and staff. Resolves daily operating problems. Communicates with staff to solve problems through staff and individual meetings.	Daily 5%
8.	Monitors the District’s expenditures to ensure adherence to UFARS account codes and District policy. Communicates, educates and directs accounting staff regarding proper account coding for UFARS reporting and adherence to District policy.	Daily 5%
9.	Provides for student activities accounting, including monitoring all co-curricular and extracurricular activities of the District, and reviewing monthly reports prepared by sites for propriety. Approves all student activities journal entries for inclusion into the District’s general ledger accounts. Prepares the District’s year-end student activities financial statements.	Daily 5%
10.	Performs other duties of a comparable level or type.	As required.

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a baccalaureate degree in Accounting, and at least five years of progressive general accounting experience and professional level experience with general ledger accounting in a non-profit or governmental setting;; and up at least two years in first level management role with responsibility to manage a process and/or department function; or an equivalent combination of education, training and experience necessary to successfully perform the essential function of the position.



CLASSIFICATION DESCRIPTION

TITLE: Accounting Supervisor

Certification or Licensing Requirements (prior to job entry):

Certified Public Accountant (CPA) (Preferred)

Knowledge Requirements:

Requires knowledge of:

- Knowledge of and ability to use accounting principles, practices and procedures including governmental accounting, and computerized accounting systems. Accounting, auditing, budgeting and generally-accepted accounting principles and procedures.
- Understanding of balance sheet and income statement accounts.
- Financial statement preparation, as well as Uniform Financial Accounting Reporting System (UFARS) reporting.
- Familiarity with school district accounting policies and procedures.
- Knowledge of reports required for a school district, which include federal, state, local governance policies, and grant requirements.
- Computer applications, especially as applied to general ledger reporting and journal entry preparation. Knowledge of specific computer software, such as the Skyward enterprise software, the MS-Office Suite, including Excel and Word, and software for student applications.

Skill Requirements:

Skilled in:

- Strong organizational skills that reflect ability to perform and prioritize multiple tasks seamlessly with excellent attention to detail.
- Supervision, especially in dealing with employee-related concerns and conflicts.
- Strong problem solving and analysis skills for integrity purposes, performance and other related tasks.
- Advanced mathematical skills.
- Demonstrated ability to work independently and according to established schedules and plan the work of others.
- Demonstrated ability to perform standard accounting transactions and maintain accurate and orderly accounting records.
- Demonstrated ability to communicate effectively orally and in writing and to establish cooperative working relationships with persons contacted in the course of performing assigned duties.
- Demonstrated ability to learn, apply, and communicate policies, procedures, and regulations relevant to assigned account functions and make basic mathematical computations rapidly and accurately.
- Demonstrated ability to develop and project budgets.
- Demonstrated ability to work with Senior Management advising them on process improvement initiatives.



CLASSIFICATION DESCRIPTION

TITLE: Accounting Supervisor

- Demonstrated ability to work under pressure and meet assigned deadlines.
- Communication skills, including verbal and written, and especially listening.
- Demonstrated ability to resolve complex accounting issues, which arise on a daily basis.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit				√
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms		√		
Climb or balance		√		
Stoop/kneel/crouch or crawl		√		
Talk and hear			√	
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.	√			
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
General Environmental Conditions:				
<p>Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.</p> <p>The typical noise level is considered to be moderate.</p>				
General Physical Conditions:				
<p>Work can be generally characterized as:</p> <p>Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.</p>				



CLASSIFICATION DESCRIPTION

TITLE: Accounting Supervisor

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting, May, 2002. Revised June 2019.



CLASSIFICATION DESCRIPTION

TITLE: Health Services Coordinator

<u>Title of Immediate Supervisor:</u> Facilities Manager	<u>Department:</u> Facilities Management	<u>FLSA Status:</u> Exempt
<u>Accountable For (Job Titles):</u>		<u>Pay Grade Assignment:</u> Non-Certified Business Division, Pay Class

General Summary or Purpose Of Job:
Provide leadership in development, implementation, and coordination of a comprehensive program of health services for the district. Participates in nursing policy formulation and decision making. Develop and implement strategies and safeguards to protect, promote and manage the health and safety of students and staff, prevent and address student health concerns that interfere with learning as well as prevent illness and injury throughout the school year.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Provides consultation as health expert to district administration regarding health-related district needs and advises in the development and ongoing management of district programming.. Helps staff interpret school health and immunizations, communicable diseases, medication, and emergency care of the ill and injured. Determines objectives and policies of the health program in conjunction with nurses and other physical education teachers to all concerned.	Daily 15%
2.	Serves as member of district committees related to health and safety issues of students and staff, such as crisis intervention, planning teams, staff wellness programs, and exposure control committees.	Daily 20%
3.	Works directly with students and families when appropriate regarding health concerns; Advises on medical concerns related to medically fragile students and in-school nursing and medical care of all children as needed.	Daily 15%



CLASSIFICATION DESCRIPTION

TITLE: Health Services Coordinator

4.	Serves as a resource to staff and monitors daily health services activity; Collaborates with school principals and district administrators in the selection and development of appropriate programs, strategies, and initiatives that will result in positive school experiences leading to successful school completion of all students.	Daily 15%
5.	Establishes and implements district health policies and procedures that guide health practices or training to ensure compliance with state and federal laws. Develops, implements, and manages state and federally required programs or training as they pertain to healthcare and medical practices within the district. Supports the advancement and ongoing management of occupational health programming wherein the need of health expertise may be necessary such as bloodborne pathogens, respiratory protection (fit testing), first aid kit management, and others.	Daily 10%
6.	Plans and networks with community partners to support student health. Coordinate activities of the nursing and health program with outside agencies and members of medical and health care community to ensure that students have access to adequate health care services.	Daily 25%
7.	Advises human resources regarding Workers Compensation and staff/student injury programs for the district. Supports the accommodation of restrictions following workers compensation injuries in coordination with the district's return to work program and qualified rehabilitation consultants. Manages ongoing entry and management of student injury data for the purpose of reducing the district's loss profile.	Monthly 5%
8.	Performs other duties of a comparable level or type.	As required

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a bachelor's degree in nursing and at least three years' experience working as a Licensed School Nurse. Masters degree preferred.

Certification or Licensing Requirements_(prior to job entry):

- Current Registered Nurse (Required)
- Public Health Nurse Certificate (Required)
- Licensed by the Minnesota Department of Education as a School Nurse (Required)
- CPR & First Aid (Required)



CLASSIFICATION DESCRIPTION

TITLE: Health Services Coordinator

Knowledge Requirements:

Requires knowledge of:

- Pediatric nursing, especially in a school setting.
- CPR and first aid training.
- General knowledge of assessing health and safety issues of students and staff; such as crisis intervention, planning teams, staff wellness programs, and exposure control committees.
- General knowledge of health issues such as immunizations, diabetes, blood-borne pathogens, asthma, seizures, allergies, and so forth.
- Immunization schedules and laws.
- General knowledge of administering such medications as Epi-pens, Insulin Pens, nebulizers, and so forth.
- Familiarity with database programs for entering health records.

Skill Requirements:

Skilled in:

- Ability to handle multiple tasks at one time.
- Ability to work well with others and possess exceptional interpersonal skills
- Ability to constantly make decisions and act within the district and building policies, procedures, and guidelines
- Accurate record keeping.
- Ability to work in a diverse environment.
- Ability to communicate effectively with students, parents, teachers, administrators, community, and other staff.
- Ability to maintain confidentiality regarding student information.
- Ability to continue training in health-related areas.
- Ability to be flexible and work independently.
- Knowledge of medical support systems within our community.



CLASSIFICATION DESCRIPTION

TITLE: Health Services Coordinator

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell		√		
Lift & Carry:				
Up to 10 lbs.		√		
Up to 25 lbs.	√			
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
General Environmental Conditions:				
<p>Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Occasionally, there is a risk from handling toxic or caustic chemicals, such as medications, and some risk may be experienced when using certain medical equipment.</p> <p>The typical noise level is considered to be moderate.</p>				
General Physical Conditions:				
<p>Work can be generally characterized as:</p> <p>Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.</p>				

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		



CLASSIFICATION DESCRIPTION

TITLE: Health Services Coordinator

	Depth Perception		
	Peripheral Vision		

Job Classification History:

Classification created and reviewed by Bjorklund

**HR/BS Services Committee Monthly Fund Balance Report
Nov 7 2022 Committee Meeting**

Nov 7 2022 Board Meeting

11/1/2022

REVENUES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July -Sept	July -Sept	July - Sept	July - Sept
General	1	\$ 107,743,537.86	\$ 107,813,250.73	\$ 107,813,250.73	\$ 28,591,812.83	\$ 28,591,812.83			\$ 79,221,437.90	
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00	\$ 3,985,000.00	\$ 424,709.60	\$ 424,709.60	\$ -	\$ -	\$ 3,560,290.40	
Transportation	3	\$ 5,900,000.00	\$ 5,900,000.00	\$ 5,900,000.00	\$ 1,106,712.30	\$ 1,106,712.30			\$ 4,793,287.70	
Community Ed	4	\$ 8,114,000.00	\$ 8,114,000.00	\$ 8,114,000.00	\$ 1,642,268.23	\$ 1,642,268.23			\$ 6,471,731.77	
Operating Captial	5	\$ 5,462,130.31	\$ 5,462,130.31	\$ 5,462,130.31	\$ 341,039.81	\$ 341,039.81	\$ -	\$ -	\$ 5,121,090.50	
Building Construction	6	\$ -	\$ -	\$ -					\$ -	
Debt Service Fund	7	\$ 22,979,390.64	\$ 22,979,390.64	\$ 22,979,390.64	\$ 1,538,333.22	\$ 1,538,333.22			\$ 21,441,057.42	
Trust Fund	8	\$ 258,575.00	\$ 258,575.00	\$ 258,575.00					\$ 258,575.00	
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00	\$ 917,000.00	\$ 237,529.20	\$ 237,529.20	\$ -	\$ -	\$ 679,470.80	
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00	\$ 236,006.00	\$ 29,819.15	\$ 29,819.15			\$ 206,186.85	
REVENUE	TOTALS:	\$ 155,595,639.81	\$ 155,665,352.68	\$ 155,665,352.68	\$ 33,912,224.34	\$ 33,912,224.34	\$ -	\$ -	\$ 121,753,128.34	\$ -

EXPENSES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July -Sept	July -Sept	July - Sept	July - Sept
General	1	\$ 104,358,876.11	\$ 104,428,588.98	\$ 104,428,588.98	\$ 26,417,644.83	\$ 26,417,644.83	\$ 3,252,897.06	\$ 3,252,897.06	\$ 74,758,047.09	
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56	\$ 4,427,346.56	\$ 752,863.10	\$ 752,863.10	\$ 1,494,641.32	\$ 1,494,641.32	\$ 2,179,842.14	
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00	\$ 6,176,300.00	\$ 1,454,773.84	\$ 1,454,773.84	\$ 390,914.93	\$ 390,914.93	\$ 4,330,611.23	
Community Ed	4	\$ 8,658,980.50	\$ 8,658,980.50	\$ 8,658,980.50	\$ 1,713,598.36	\$ 1,713,598.36	\$ 32,558.40	\$ 32,558.40	\$ 6,912,823.74	
Operating Captial	5	\$ 8,394,018.57	\$ 8,394,018.57	\$ 8,394,018.57	\$ 2,118,283.41	\$ 2,118,283.41	\$ 1,181,549.74	\$ 1,181,549.74	\$ 5,094,185.42	
Building Construction	6	\$ -	\$ -	\$ -	\$ 8,462,095.81	\$ 8,462,095.81	\$ 820,662.00	\$ 820,662.00		
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56	\$ 24,691,484.56	\$ 2,568,157.81	\$ 2,568,157.81			\$ 22,123,326.75	
Trust Fund	8	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00					\$ 250,000.00	
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00	\$ 924,000.00	\$ 234,036.44	\$ 234,036.44			\$ 689,963.56	
Student Acitivity	79	\$ 414,040.00	\$ 414,040.00	\$ 414,040.00	\$ 18,515.12	\$ 18,515.12	\$ 539.54	\$ 539.54	\$ 394,985.34	
EXPENSE	TOTALS	\$ 158,295,046.30	\$ 166,826,854.98	\$ 166,826,854.98	\$ 43,043,029.00	\$ 43,043,029.00	\$ -	\$ 7,173,762.99	\$ 116,733,785.27	\$ -

<u>Fin 160 ESSER III</u>	<u>Expenses</u>
Program 108 Tech	\$ 1,787,261.07
Program 203 Elem	\$ 467,547.42
Program 211 Secondary	\$ 79,469.76
Program 805 Operations	\$ 85,859.82
Program 740 Pupil Engage	\$ 70,275.78
	<u>\$ 2,490,413.85</u>

<u>Fund 06 Build construction</u>	<u>Expenses</u>
debt serv payment/prof serv course 000/000	\$ 498,297.44
admin owner pymnt course 800	\$ 4,347.53
admin design serv course 801	\$ 49,638.16
admin constru mgmt course 802	\$ 57,244.39
admin commissions course 803	\$ 10,076.17
interior surf constr costs course 804	\$ 7,750,153.81
admin site services 805	\$ 90,688.31
long term lease 806	\$ 1,650.00
	<u>\$ 8,462,095.81</u>

<u>Ex Curricular</u>	<u>Fund 01</u>
Program 298 Revenue	\$ 65,543.70
Program 298 Expense	\$ 82,942.58

ESSER 2 Fin 155		Grant Award:	\$8,675,210.52			
From 07.01.21 to 06.30.22						
	Location	Actual expenses	Description of spending			
<i>Program 0</i>	Admin	\$46,610.45				
<i>Program 100</i>	Tech	\$4,119,509.66	Chromebooks, wifi, non instructional and instructional software			
	Bus Services	\$864,244.92	Admin, stipends, non certified			
<i>Program 200</i>	Elementary	\$1,912,121.43	(wages= \$1,352,953.33			
	Secondary	\$1,423,026.41	(wages= \$784,064.81			
<i>Program 600</i>	Staff Develop	\$28,568.39				
<i>Program 700</i>	Pupil Engagment	\$226,362.63	Attendance			
<i>Program 800</i>	Maintenance	\$47,566.63				
	FUND 03					
	Bus purchase	bought prior year FY21				
	FUND 04					
	Key Zone	\$7,200.00				
<i>Total spent</i>		\$8,675,210.52				

ESSER UPDATE: Spending/Budget Expenses for Fin 160 as of 10.25.22

				FIN 160
Budget Program	Budget Dept.	Description	Budget Amount	FY 23 Proposed Budget
0	Administration	Strategic Planning/Equity Audit/Boundary Study	\$200,000.00	\$100,000.00
100	Dist. Services			
100	Dist. Services	Skyward Devices for Online Timecards	\$30,000.00	\$15,000.00
100	Dist. Services	Support for recruitment, Skyward/Frontline TOC conversion, business services	\$90,000.00	\$45,000.00
30	Elem/Sec Instruct.	Para extended time	\$100,000.00	\$50,000.00
200	Elem/Sec Instruct.	Temporary Elem Interventionists 6 FTE	\$600,000.00	\$600,000.00
200	Elem/Sec Instruct.	Temporary Secondary 2.6 FTE	\$260,000.00	\$260,000.00
200	Elem/Sec Instruct.	Social Workers SpEd	\$200,000.00	\$200,000.00
200	Elem/Sec Instruct.	TOC high need building subs	\$280,000.00	\$280,000.00
200	Elem/Sec Instruct.	Title reduction offset	\$320,000.00	\$320,000.00
200	Elem/Sec Instruct.	Eng, Vis Arts, Soc Studies and Gr 4	\$400,000.00	\$400,000.00
200	Elem/Sec Instruct.	Leadership TOSA's	\$600,000.00	\$600,000.00
600	Instruct. Support	Secondary MTSS Strategies coded to Fin 161 13 FTE		
600	Instruct. Support	Professional Development Investment	\$1,500,000.00	\$500,000.00
600	Instruct. Support	Blended Learning Supports - Devices, Staff, Infrastructure 9 digital specialists FTE + 2 fte	\$1,990,000.00	\$1,100,000.00
600	Instruct. Support	Technology Devices - SmartBoards Smart TV's (Primary Elementary)	\$1,000,000.00	\$1,000,000.00
600	Instruct. Support	Technology Devices - Replacement Desktops (District Wide)	\$1,100,000.00	\$1,100,000.00
600	Instruct. Support	Director of Instruction investment	\$200,000.00	\$150,000.00
700	Pupil Support	Secondary Counselors - Site & Sources of Strength 3 FT	\$300,000.00	\$300,000.00
700	Pupil Support	Social Emotional Supports	\$400,000.00	\$300,000.00
700	Pupil Support	Social Emotional Curriculum (2nd Step)	\$100,000.00	
700	Pupil Support	Support for Transportation, Food Service, and Site Monitors	\$85,000.00	\$42,500.00
700	Pupil Support	District Attendance Supports	\$150,000.00	
700	Pupil Support	Additional COVID Supports - Clerical		
800	Sites and Blds.	Building Improvements	\$850,000.00	\$100,000.00
200	Elem Sec Suppt.	Alternative for Suspension Program	\$300,000.00	
700	Pupil Support	Support at Denfeld	\$300,000.00	\$300,000.00
ALL	All Departments	COVID Stipend		\$36,000.00
200	Elem Sec Suppt.	Additional Professional Development Day	\$658,704.57	\$370,000.00
FD BAL		ESSER INVESTMENT for Staff & Programs	\$4,000,000.00	\$1,500,000.00
		Totals	\$16,013,704.57	\$9,668,500.00
District must also use \$4,048,000.00 million (Fin 161) for out of school day/year programs/costs (9/30/24)		ESSER III Estimated Revenue:	\$16,013,704.57	Estimated Spending FY23: \$9,068,500.00
			\$16,013,704.57	

**Fundraisers Reported
October 2022**

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lakewood ES	5 th Grade	\$1,500.00	Candy Bar Sales
Lakewood ES	5 th Grade	\$2,375.00	Wolf Ridge Calendar Sales
Lester Park ES	Schoolwide	\$1,500.00	21-22 Yearbook
Stowe ES	School Wide - Supporting 5 th Grade Wolf Ridge	\$500.00	Selling beef sticks to support 5 th grade field trip to Wolf Ridge
East HS	Hound Pack	\$500.00	East clothing sales through Advantage Emblem
East HS	East Music Department	\$2,000.00	Fundraising at the DECC, concession work fundraiser
East HS	East Music Department	\$2,000.00	Drive Coffee Fundraiser

 ISD #709 Duluth Public Schools	ISD #709 Duluth Public Schools HOCHS Relocation Project
	Monthly Progress Report October 2022
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
 - The site grading was completed.
 - All punchlist items have been addressed.
 - All furniture was moved in and installed in all areas.
 - The base course of asphalt (1st lift) was paved at the Facilities parking lot.
 - The Curb & Gutter was poured.
 - The Contractor commenced pouring the sidewalks.
 - All glazing were installed at exterior doors.

- The Public Roadway/DSC/Transportation project construction progress:
 - Interior metal stud framing completed on the 2nd level and continues on the 1st level of the DSC building.
 - Drywall installation commenced on the 2nd floor.
 - Temporary enclosures were installed at the DSC building.
 - Duct work installation continued on the 1st & 2nd level at the DSC building.
 - Plumbing, electrical, and fire suppression rough ins have been ongoing at the DSC building.
 - The Columns & Beams have been set at the Bus Garage.
 - The Bus Garage slabs have been 100% poured.
 - Area A (Administration) roof work has continued at the Transportation building.
 - Underground Plumbing installation continued at the Transportation building.
 - The DSC parking lot Base Course of Asphalt (1st lift) was paved.
 - The gas line was ran to the DSC and Transportation buildings.
 - The storm and sewer installation continued at the Transportation loop road.

- Demolition of Central High School:
 - Asbestos abatement removal has been 100% completed.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
 - a. Facilities:
 - i. A final building inspection will be performed by the city.
 - ii. Fire and Access monitoring panel will be installed.
 - iii. Commissioning is expected to be scheduled in the coming weeks.
 - iv. The sidewalks will be 100% poured.

- b. DSC/Transportation/Roadways:
 - i. 2nd level drywall installation to continue and 1st level framing to be completed.
 - 1. 1st level drywall will commence shortly after.
 - ii. HVAC duct installation will continue throughout at the DSC building.
 - iii. Fire suppression, electrical, and plumbing rough ins will continue at the DSC building.
 - iv. The CIP slabs in the Wash Bay, Service Bay, and Tool storage area will be poured.
 - v. Underground MEP work will continue at the Transportation building (office area).
 - vi. Storm and sewer installation will continue at the Transportation loop.
 - vii. The City of Duluth to install gas meters at the DSC and Transportation buildings.
 - viii. The remaining sidewalk areas to be prepped and poured.

- c. Demolition of Central High School:
 - i. Demolition is set to commence on November 14th.



Description

Curb & Gutter Poured at Facilities

Taken Date

10/31/2022 at 09:36 am

Uploaded By

Jason Johnson

Upload Date

10/31/2022 at 09:36 am

File Name

35BBD5DC-0BA0-412D-8F02-19D...



Description

Bus Garage Beams & Columns Set

Taken Date

10/25/2022 at 04:12 pm

Uploaded By

Jason Johnson

Upload Date

10/25/2022 at 04:12 pm

File Name

AEB364C0-0062-421B-A4D9-F07...



Description

DSC Base Course of Asphalt

Taken Date

10/25/2022 at 08:12 am

Uploaded By

Jason Johnson

Upload Date

10/25/2022 at 08:12 am

File Name

E96F960B-BA8F-44F1-B311-F2A8...



Description

Underground Plumbing Install - Transportation

Taken Date

10/21/2022 at 09:21 am

Uploaded By

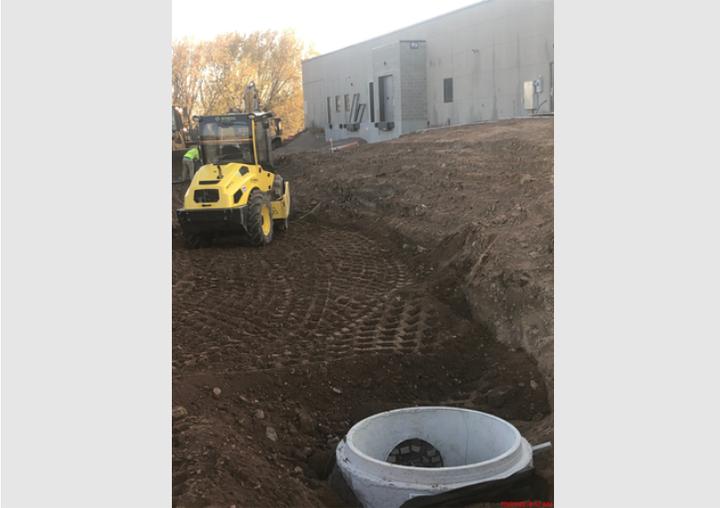
Jason Johnson

Upload Date

10/21/2022 at 09:26 am

File Name

DA51E358-ADCF-4B1D-9A57-BE0...



Description

Storm & Sewer Work

Taken Date

10/21/2022 at 09:12 am

Uploaded By

Jason Johnson

Upload Date

10/21/2022 at 09:14 am

File Name

78BB7149-4790-43CB-A8B8-DDE...



Description

Parking Lot Grading - DSC & Facilities

Taken Date

10/18/2022 at 08:42 am

Uploaded By

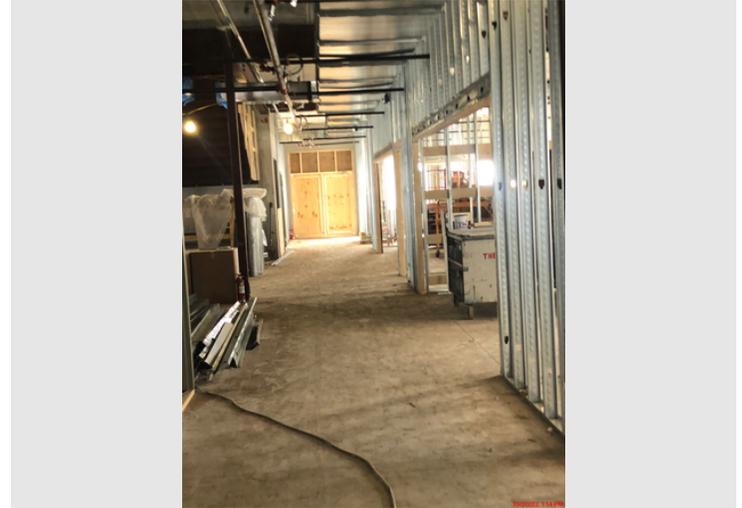
Jason Johnson

Upload Date

10/18/2022 at 08:42 am

File Name

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Description

1st Level Metal Framing - DSC

Taken Date

10/20/2022 at 01:14 pm

Uploaded By

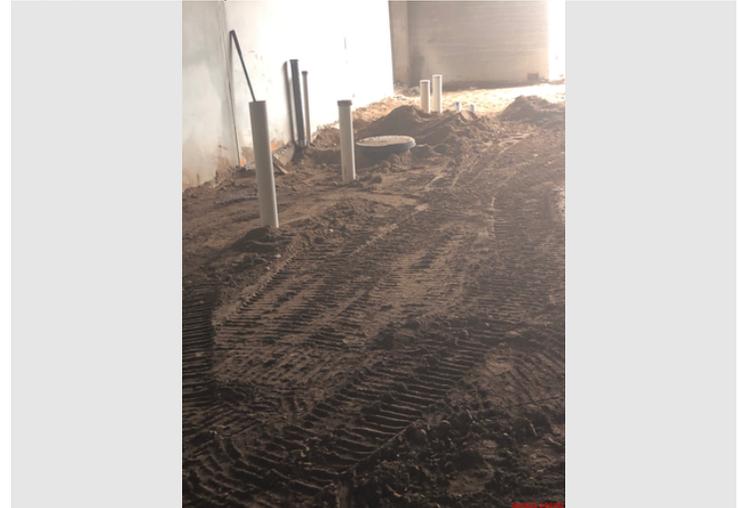
Jason Johnson

Upload Date

10/20/2022 at 01:14 pm

File Name

52C0F56C-9FCC-47D5-ACFC-40F...



Description

Underground Rough ins - Transportation

Taken Date

10/13/2022 at 02:20 pm

Uploaded By

Jason Johnson

Upload Date

10/13/2022 at 02:20 pm

File Name

5D4243A0-F7F7-4F6C-956F-FC53...



Description

Furniture Moved in - Facilities

Taken Date

10/14/2022 at 09:57 am

Uploaded By

Jason Johnson

Upload Date

10/14/2022 at 09:58 am

File Name

C610F75D-D5C7-4E8C-89D5-F4B...



Description

Furniture Moved in - Facilities

Taken Date

10/14/2022 at 09:57 am

Uploaded By

Jason Johnson

Upload Date

10/14/2022 at 09:58 am

File Name

D4162EFF-338C-4DAF-ABFF-4C3...



Description

Furniture Moved in - Facilities

Taken Date

10/14/2022 at 09:54 am

Uploaded By

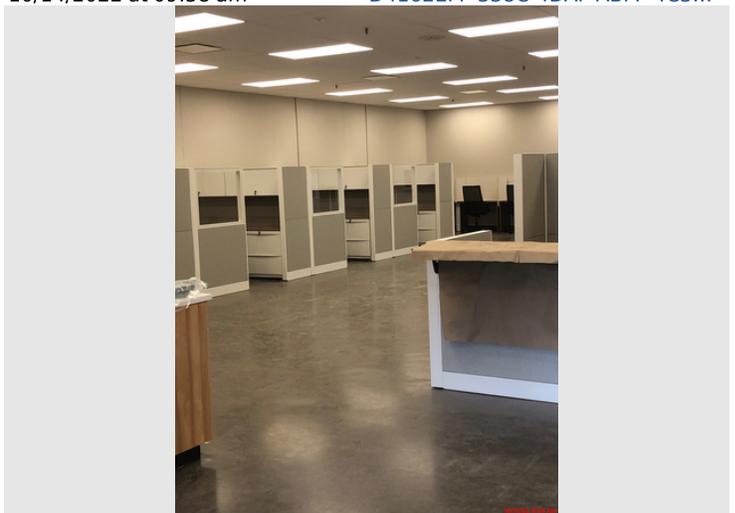
Jason Johnson

Upload Date

10/14/2022 at 09:54 am

File Name

F93E543B-DD79-4D06-9101-60B...



Description

Furniture Moved in - Facilities

Taken Date

10/14/2022 at 09:54 am

Uploaded By

Jason Johnson

Upload Date

10/14/2022 at 09:54 am

File Name

ACAA6DB8-5941-4095-B89B-3EA...



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

November 2, 2022

John Magas
Superintendent of Schools

David J. Spooner, C.P.E.
Manger of Facilities

Simone Zunich
Executive Director of Finance & Business Services

Duluth Public Schools
4316 Rice Lake Rd
Duluth, MN 55811

RE: Marketing Update
800 E Central Entrance "Central High School Property"

800 E. Central Entrance "Central High School Property"

- Pending

Website Advertising

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

Respectfully,

Greg Follmer
Broker

**Expenditure Contracts Signed
October 2022**

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
SAS+ Associates	\$9,830.00*	Facilities (DR)	Congdon Park ES Playground & Field Improvements
Primex	\$8,190.00*	Facilities (DR)	Security camera agreement from 10/15/22-10/14/27
Wipfli	\$9,750.00*	Business Services (DU)	Audit services for FY23
College of St. Scholastica (CSS)	TBD	Teaching & Learning (DU)	Pathways 2 Teaching course
Michelle Defoe	\$2,500.00*	Am. Indian Education (DR)	Provide 4-6 moccasin making classes for secondary age students for the American Indian Education department
Esther Humphrey	\$2,500.00*	Am. Indian Education (DR)	Provide 4-6 moccasin making classes for elementary age students for the American Indian Education department
First Witness	\$5,000.00*	Climate Coordinator (DU)	First Witness will provide in person mandatory reporting training for staff at the beginning of the school years 2022 & 2023
The Inn on Lake Superior	\$885.00*	MTSS Coordinator	Event space and setup for ISD 709 teacher training
Blair Powless	\$15,000.00*	OEE/AIE	Providing Social Studies lessons at the High School level to bring a better

			understanding of history from an Indigenous perspective
Secret Forest Playschool LLC	\$3,350.00*	Special Services (DU)	Preschool programming for DPS student for 2 days per week at Secret Forest Playschool
Rooted Spirits Play School LLC	\$3,420.00*	Special Services (DU)	Provide services to student with IEP
Lakewood Little Lynx Preschool	\$122.50*	Special Services (DU)	Addendum for services to student with IEP – Original contract approved in October of 2022
Creation Station	\$3,100.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Creation Station	\$1,800.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Creation Station	\$2,300.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Marshall School	\$26,000.00*	Special Services (DU)	Non-public Nursing Services by a Licensed School Nurse
WeVideo for Schools	\$343.52*	Ordean-East MS (DU)	Video editing system for beginners (Renewal for FY23)
Catering by Bellisio's	\$3,000.00*	East HS (DU)	Food service for Harvest Ball by Exec. Board at East HS (Similar to a student council, 600 attendees expected)

August 30, 2022

SAS+ Associates
Attn: Luke Sydow
219 West First Street, Ste 350
Duluth, MN 55802

**Re: Proposal for Professional Services – SAS+ Associates - Congdon Park ES
Playground & Field Improvements**

Dear Mr. Sydow:

Please sign the attached **Proposal for Professional Services – SAS+ Associates - Congdon Park ES Playground & Field Improvements** where indicated via DocuSign by **September 2, 2022**:

Provide the following by September 2, 2022 (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- Please note the change of address for ISD 709:

4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Proposal will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst



219 West First Street, Suite 350. Duluth MN 55802 | phone 218.391.1335 | e-mail mail@saslandarch.com

DATE: July 18, 2022

TO: Dave Spooner
ISD 709 Manager of Facilities
730 East Central Entrance
Duluth, MN 55811

FROM: Luke Sydow, PLA
SAS + Associates

RE: Proposal for Congdon School Playground and Field Improvements

Dear Mr. Spooner:

Thank you for the opportunity to propose on the Congdon School Playground and Field Improvements project. As mentioned on the phone, we would be happy to work with you on these important improvements. SAS+Associates is dedicated and able to assist you in the timeline discussed. The following proposal is for Construction Design Documentation and Construction Observation Services for the School playground and field improvements. SAS+Associates (SAS) will work with the appropriate parties to bring the playground design to the school community in a format that will allow the School Board to make decisions on playground equipment. SAS will create construction documents for the selected design. Appropriate site elements required to connect the playground to the adjacent schools sidewalk systems will be incorporated into the construction plans. To provide the district with appropriate warranties and certifications, SAS will propose plans referencing the most recent CPSC guidelines and ASTM standards.

SCOPE OF WORK:

Site Investigation

SAS+Associates has completed an on-site investigation to determine existing conditions, such as play bay dimensions, condition of surfaces, issues and opportunities, to create an accurate base and help guide the design going forward.

Design Development - Field

SAS will work with the existing known drainage system and the provided soil boring recommendations to provide field drainage improvement plans for the recreational field.

Design Development - Playground

SAS will consult with a commercial playground representative to develop an age-appropriate play structure for the Congdon School. (Guidance as to which playground manufacturer(s) the Independent School District wishes to consult with as part of this project will be provided by the District.)



219 West First Street, Suite 350. Duluth MN 55802 | phone 218.391.1335 | e-mail mail@saslandarch.com

SAS+Associates will present 2 concepts for design elements to a pre-selected Design Group (3-5 people selected by the school / district) of school community members. Design elements will include surface type, containment style, materials selection, equipment selections, other desired features, and overall aesthetics.

Proposed Method: (timeline)

1. Pre-Design presentation of elements board(s) for selection or prioritization by Design Group – (two weeks)
2. Create concept plans along with opinion of probable costs (two weeks)
3. Present concept plans to Design Group for final review and approval.

Construction Documents

SAS+Associates will develop complete construction document plans and specifications per industry standards for bidding and construction based on the reviewed and approved Design Development plans.

Construction plan set will include:

- Existing conditions plan
- Security and staging plan
- Removals plan
- Grading plan
- Site & layout plan
- Landscape / restoration plan
- Associated details
- Developing a cost projection prior to bidding

Deliverables

SAS will provide the district one (1) hard copy of all plans (22"x34" sheet size minimum) and specifications, as well as complete document sets in electronic (PDF) format.

Bidding Assistance

Following Construction Document plan completion, SAS will be available to assist the district as needed with bidding of the project, answering questions from potential contractors, the selection of the general contractor, and playground equipment supplier and installer. SAS will issue addendums as needed to clarify construction documents and adjust to site conditions as needed or issue cost saving measures. SAS will be available if requested to further assist in bid opening, bid tabulation to assure quality bids, and will help staff prioritize and select the bidders. If requested, SAS can develop an analysis board for presentation to the School Board.

Construction Administration, Site Inspections, Project Closeout

A project is only as successful as the quality of the installation of the materials. In order to protect the interests of the owners and others, and to ensure that the approved design gets implemented properly and the long-term viability of the project is realized, SAS+Associates provides site inspection services. We will be available to attend the pre-construction meeting with the selected contractor as well.



219 West First Street, Suite 350. Duluth MN 55802 | phone 218.391.1335 | e-mail mail@saslandarch.com

Construction observation will be done at key points during the project with observation memos drafted and distributed to ISD 709. These site visits will coincide with excavation, at the completion of grading and drainage installation, installation of play equipment and the completion of site work. We will conduct a punch list inspection and follow-up inspection as needed to help ensure all work is done in conformance with construction documents for the long-term success of the project.

Proposed Fees

Basis for Proposed Fee

Our fee is based on proposed scope of work, previous experience, anticipated requirements and the following assumptions:

- The use of any sub-consultants by SAS+Associates, such as engineers, will be approved by the District. SAS+Associates will contract with necessary outside sub-consultants, such as engineers, as additional services and coordinate their work with a 5% markup.
- The services we provide and the areas of work for which we will be responsible will follow those described above. We will gladly attend additional meetings or make additional site visits provided they are compensated for as additional services. Any changes to the design or drawings (not due to our error or omission) which are contrary to previous instructions or approvals will also be considered additional services as will revisions to the drawings or the development of additional concepts or designs beyond those described above.

SAS+Associates proposes to complete the Congdon Playground & Field Improvement project as described above for an hourly, not to exceed fee of \$ 9,830.00 – Nine thousand eight hundred thirty dollars.

We have attempted to describe all tasks and products in this scope of work so there is a clear expectation of SAS+Associates products and responsibilities. We are ready to proceed with work as soon as authorized.

Please return one initialed and signed copy of this proposal for our records if it is acceptable.

SAS+Associates:

By: Luke Sydow
88A635EB4A49423...
Luke W. Sydow, PLA

Date: 8/31/2022

ISD 709 DocuSigned by:

By: John Magas
BC3FA7AD6E9C40E...

Date: 8/31/2022

BUDGET CODE: 05 E 435 865 382 305 000



Landscape
 Architecture
 51
 Site +Urban Design



219 West First Street, Suite 350. Duluth MN 55802 | phone 218.391.1335 | e-mail mail@saslandarch.com

SAS+Associates (herein called the Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

SAS+Associates Fees:

The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Current hourly rates are as follows:

Principal:	\$ 105
Landscape Architect II	\$ 95
Landscape Architect	\$ 85
Draftsperson/CAD:	\$ 75
Administrative:	\$ 65
Clerical:	\$ 55

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee paid to the firm for the service. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: LS (Firm)

JM (Client)

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm.

Applicable Laws:

Unless otherwise specified, this agreement shall be governed by the laws of the State of Minnesota.



S+ ASSOCIATES

219 West First Street, Suite 350. Duluth MN 55802 | phone 218.391.1335 | e-mail mail@saslandarch.com

REIMBURSABLE EXPENSES (If not described as part of the above proposal)

1. Sub-consultant fees are billed at a 5% mark-up.
2. Travel time is billed at half the hourly or daily rate above.
3. Mileage is billed at the current Federal mileage reimbursable standard.
4. In-house 8-1/2"x11" or 11"x17" black and white photocopies beyond those described above are billed at \$0.15 per page, color copies will be billed out at \$0.75 per page. Whenever possible, large runs are sent to outside sources at reduced cost.
5. All other reimbursable expenses including printing, postage, supplies, photos, etc. are billed at direct cost.
6. Report publications and special presentations (renderings, models, photo montages, etc.) are considered reimbursable expenses and must be negotiated with the client separately according to special requirements.
7. Additional full-size sheets of Construction Document plans beyond that spelled out in the proposal are billed at \$8/sheet. Additional Specifications beyond that spelled out in the proposal are billed at \$0.15/ page.



Primex Wireless, Inc.
 965 S Wells St
 Lake Geneva WI 53147-2469
 United States
 Website: www.primexinc.com
 Phone: 262-729-4858

Quotation

Company: Duluth Ind School District 709
 Address: Accounts Payable
 Duluth Public Schools Facilites
 4316 Rice Lake Rd
 Duluth MN 55811-2950
 United States
 Sales Rep: Tricia Van de Bogert

Quote #: Q4444
 Date: 9/28/2022
 Expires: 12/27/2022

Subscription Items

Qty	Item Description	Legacy Part No.	Annual Rate	Term (YR)	Total
13	Notify Bell Controller License per Bell Relay	BELSUB	\$126.00	5	\$8,190.00
Subtotal					\$8,190.00

Shipping Method:	Subtotal	\$8,190.00
Contract Term: 60 Months	Estimated Tax Total (%)	\$0.00
Billing Frequency: Annually	Total (USD)	\$8,190.00

Notes:

5 Year Term - Valid 10/15/2022 - 10/14/2027.
 Can be invoiced and paid in full or annually.
 Annual Rate: \$1,638 per Year

Bill To Address:

Accounts Payable
 Duluth Public Schools Facilites
 4316 Rice Lake Rd
 Duluth MN 55811-2950
 United States

I confirm the billing address above.
 Please use the billing address indicated below.

Address: _____
 City, State, Zip: _____
 Country: _____
 Attn: _____
 Phone #: _____

Ship To Address:

Facilities
 Duluth Public Schools
 4316 Rice Lake Rd
 Duluth MN 55811-2950
 United States

I confirm the shipping address above.
 Please use the shipping address indicated below.

Address: _____
 City, State, Zip: _____
 Country: _____
 Attn: _____
 Phone #: _____



Primex Wireless, Inc.

965 S Wells St
 Lake Geneva WI 53147-2469
 United States
 Website: www.primexinc.com
 Phone: 262-729-4858

TERMS AND CONDITIONS:

PRICES QUOTED WILL BE HONORED FOR 90 DAYS FROM THE DATE NOTED.

The express terms and conditions contained in this quotation and any subsequent quotation issued by Primex Wireless, Inc. dba Primex Wireless ("Primex") and accepted by the Customer (each, a "Quote" and collectively, the "Quotes"), the statements of work entered into by Primex and the Customer in connection with this Quote (each, an "SOW" and collectively, the "SOWs"), and the Primex Wireless Terms and Conditions found at <https://www.primexinc.com/en/terms-and-conditions> (the "Terms and Conditions" and together with the SOWs and the Quotes, the "Contract Documents") exclusively govern and control each of the parties' respective rights and obligations regarding the purchase and sale of the products and/or services in this Quote and the subscription offering quoted above (the "Subscription Offering"), and the parties' agreement is expressly limited to such terms and conditions contained in the Contract Documents. Notwithstanding the foregoing, if any terms and conditions contained in this Quote conflict with any terms and conditions contained in an SOW or the Terms and Conditions, the order of precedence is: (a) the Terms and Conditions; (b) the SOWs; and, lastly, (c) this Quote. Capitalized terms used in this Quote but not defined herein shall have the meanings given to them in the applicable SOW or Terms and Conditions, as applicable.

Subscription Fees

The Subscription Offering is granted to the Customer for use by the Customer for a minimum of the number of Monitoring Points. The computed Subscription Fee (number of Monitoring Points multiplied by the dollar amount per Monitoring Point per year/quarter from time to time quoted by Primex) will not decrease but may increase if the number of Monitoring Points increases. The number of Monitoring Points is determined by the Contract Documents or subsequent amendments, Quotes and/or SOWs for additional purchases. Delivery dates are estimates and not guarantees, and Customer understands and agrees to reasonable delays in delivery. Customer acknowledges that it shall use the OneVue Software for environmental monitoring activities and no others. Commencing on the Commencement Date and continuing for the Initial Term of the Contract Documents, Primex agrees not to increase the Subscription Fee. Any increase thereafter shall not exceed five percent (5%) per annum.

Primex Proven Process Fees

The configuration, installation and training services provided to the Customer by Primex as set forth above and described further in an upcoming SOW (the "Primex Proven Process Services") shall be provided by Primex at the rates quoted above (the "Primex Proven Process Fees"). Services outside of that scope shall be provided for a fee that shall be quoted to Customer. Out-of-scope services will not be provided without an additional written SOW executed by both Parties.

Payment Terms

Customer agrees to pay Primex for all Subscription Fees, Primex Proven Process Fees, consulting services fees or fees for other services plus applicable federal, state and local taxes and shipping fees. All undisputed invoices and expense reimbursements are due within thirty (30) days of Customer's receipt of such invoice. All disputes regarding invoices shall be made by Customer within thirty (30) days of Customer's receipt of each applicable invoice. All undisputed invoices and expense reimbursements not paid within thirty (30) days after the date such amounts are due and payable shall bear interest at a rate of one and one half percent (1.5%) per month or, if lower, the highest rate permitted under applicable law. Customer shall reimburse Primex for all costs incurred by Primex in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees. All amounts payable to Primex under this Agreement shall be paid by Customer to Primex in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law). All payments may be sent to Primex via ACH or wire transfer of immediately available funds to the account or accounts designated by Primex from time to time (or included in the applicable invoice). By signing below, the Customer acknowledges and agrees to all the fees and terms and conditions of this Quote and the other Contract Documents. Customer also agrees that delivery dates are estimates and not guarantees, and Customer understands and agrees to reasonable delays in delivery.



Primex Wireless, Inc.

965 S Wells St
Lake Geneva WI 53147-2469
United States
Website: www.primexinc.com
Phone: 262-729-4858

IN WITNESS WHEREOF, Primex hereby submits this Quote to Customer as of the date set forth below, upon all of the terms and conditions set forth in this Quote and the related Contract Documents.

Primex Wireless, Inc.

By: _____

Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED

Duluth Ind School District 709

By: *Simon Zurich*

Name: Simon Zurich

Title: *Exec. Dir. Finance + Business Serv.*

Date: *10/28/22*

November 2, 2022

School Board

Independent School district No. 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

This Engagement Letter (this "Letter"), together with the attached Professional Services Terms and Conditions – Non-Attest and Non-Tax Engagements, is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Project Purpose and Objective

The primary purpose of Wipfli's engagement is to assist you with the initial steps/assessment necessary to adopt "GASB 87: Leases" (the "Project"). The primary objectives of the Project are to assist you in identifying the types of leases you have, input data points from your lease agreements into LeaseAccelerator (if included in the project scope), and facilitate mechanical calculation of relevant outputs and disclosures that will be required by the adoption of "GASB 87: Leases" (the "Standard").

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$9,750. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Project Scope, Procedures, and Limitations

The scope of the Project is limited to the following activities and/or deliverables:

- Assist client with the development of a high-level project plan and timeline in order to meet adoption deadline
- Conduct project status calls as necessary to address questions related to client implementation efforts
- Hold a virtual meeting (up to 2-hours) to facilitate walk-through of a questionnaire addressing lease accounting and implementation/transition policies and expedients.
- Provide an example lease accounting policy outline that will need to be customized by Client
- Provide a template of required footnote disclosures under GASB 87 for Client to review and complete

Project Scope, Procedures, and Limitations (Continued)

LeaseAccelerator Option 2:

- Read all leases and enter relevant lease data into the bulk import template and import the lease data into LeaseAccelerator.
- Provide initial journal entries, amortization schedules, and quantitative footnote disclosures (output from LeaseAccelerator).
- Provide period output reports to client as needed, making modifications and adding new leases when applicable at time and materials.

This consulting engagement will be conducted in accordance with Consulting Standards established by the American Institute of Certified Public Accountants.

We specifically do not have the authority to perform management functions, make management decisions, or act in a capacity equivalent to an employee.

Our engagement will not include a detailed inspection of transactions beyond those transactions selected during engagement scoping. Our detailed inspection of transactions selected cannot be relied upon to disclose errors, irregularities or illegal acts including fraud or defalcations, or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any fraud that come to our attention and any irregularities or illegal acts that come to our attention, unless they are clearly inconsequential.

Responsibilities of Management

When providing these services, our professional standards require us to document that you understand and accept your responsibilities regarding these services, which include the following:

- Assume all management responsibilities, including decisions regarding judgments applied or estimates made
- Oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience
- Evaluate the adequacy and results of the services provided
- Accept responsibility for the results of the services

Project Service Delivery Team

Personnel will be assigned as available when the project is approved. Michelle Swoboda, CPA will manage and have overall responsibility for the engagement. Other qualified members of Wipfli's staff will be assigned as needed.

Service Delivery Schedule

The actual project start and end dates depend on your timely approval of this Engagement Letter, final agreed-upon project objectives and scope, and your availability and participation. The services will be scheduled as soon as we receive a signed copy of this Engagement Letter.

Approval to Proceed

If the preceding terms are acceptable to you and the services outlined are in accordance with your needs, please return a signed copy of this Engagement Letter to us.

We appreciate the opportunity to work with you, and we look forward to working with you on the Project. If you have any questions or comments, please contact Michelle Swoboda at mswoboda@wipfli.com or 218-722-4705.

Wipfli LLP

Wipfli LLP

ACCEPTED: INDEPENDENT SCHOOL DISTRICT NO. 709

By: *Simone Zurich*

Simone Zurich, Executive Dir. of Business Services
(Print Name and Title)

Date: *11/4/22*

MS/yy

204397

Enc.

Wipfli LLP
Professional Services Terms and Conditions – Non-Attest Engagements

1. **Entire Agreement**

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, the Engagement Letter’s other appendixes, and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or the Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client required pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

2. **Commencement and Term**

The Engagement Letter or Change Order shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. **Termination of Agreement**

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. **Fee Estimates and Change Orders**

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes

suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. **Payment of Fees**

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

Our fees do not include responding to IRS or state or local inquiries, and Client understands that the tax preparer is not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. Client’s tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, we will be available upon request to represent Client and will charge additional fees for the time and expenses incurred.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

6. **Privacy and Engagement Staffing**

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client’s information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect

Professional Services Terms and Conditions – Non-Attest Engagements

the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information (“Personal Data”) and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli’s Privacy Statement located at www.wipfli.com/privacy-statement for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Allocation of Responsibilities In Respect of Tax Returns

Most tax returns require signatures, under penalty of perjury, by the taxpayer or an officer of the taxpayer affirming that the tax returns and the accompanying schedules and statements are true, correct, and complete to the best of his or her knowledge. Client is responsible for understanding and agreeing with the various amounts, computations, and statements made in the tax returns and accepts responsibility for the results of the tax services rendered. In addition, Client accepts responsibility for reviewing tax notices, assessments, and other tax correspondence. Wipfli’s services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. Wipfli will not perform any management functions or make management decisions for Client in connection with this engagement.

Wipfli’s services under the Engagement Letter are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA) and other professional standards applicable to tax services. Wipfli’s advice is limited to the tax law as it exists at the time. Wipfli is under no obligation to notify Client of subsequent changes to applicable law. Wipfli’s advice is Client and fact specific and accordingly should not be relied upon as applicable to any third party or different facts.

8. Terms of Ongoing Support and Advice

Any ongoing support and advice provided by Wipfli, whether or not it is covered by an engagement letter or Change Order, shall be subject to Wipfli’s Terms and Conditions and will be provided under the same terms and conditions that would apply to services defined in Wipfli’s Engagement Letters or Change Orders.

9. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli’s

trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli’s goods, marketing material, or advertising media and shall not in any way alter any of Wipfli’s products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli’s intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party’s code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

10. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively “Confidential Information”). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

11. Third-Party Products and Subcontractors

When Wipfli is requested by Client through an engagement letter or Change Order to provide assistance with third-party products, Wipfli will use commercially reasonable efforts (as defined by Wipfli) to research, learn, and assist Client in the use of third-party products. However, Wipfli shall not be held liable for the use of or results derived from software or other products or services that have been written, produced, or provided by third parties. Client accepts all responsibility for, and risk-of-loss associated with, all such use of third-party software, hardware, and products and services. Client accepts full responsibility for all communications with, and indemnifies and holds Wipfli harmless from, claims by third-party software developers, vendors, contractors, and/or subcontractors who have not been directly commissioned, engaged, retained, or hired by Wipfli. Wipfli hereby expressly disclaims all liability to Client or to any third parties that might be affected by the services performed or equipment installed by a third party who has not been directly commissioned, engaged, retained, or hired by Wipfli.

12. Tax Responsibilities

Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client related to the Engagement Letter.

13. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

14. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter or Change Order. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

Professional Services Terms and Conditions – Non-Attest Engagements

15. Allocation of Risk and Limitation of Liability

In no event will either party to this Engagement Letter be liable to the other for claims of punitive, consequential, special, or indirect damages. Wipfli's liability for all claims, damages and costs of Client arising from this engagement shall be limited to the amount of fees paid by Client to Wipfli for the services rendered under this Engagement Letter and any corresponding Change Order, provided that the foregoing limitation shall not apply in the event of Wipfli's fraud or willful misconduct. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform the services described in the Engagement Letter, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation made by a member of Client's management that has caused, in any respect, Wipfli's breach of contract or negligence.

16. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

17. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

18. Severability

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

19. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at wipfli-legal@wipfli.com.

20. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

21. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our

records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

22. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

23. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

AGREEMENT

THIS AGREEMENT, made and entered into this day of October 6, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and College of St. Scholastica (CSS) for the College in the Schools (CITS) Pathways 2 Teaching Course, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2022 and shall remain in effect until June 10, 2023, 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 College of St. Scholastica agrees to provide the following:
College of St. Scholastica Staff shall:

- College of St. Scholastica will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high schools as soon as the registrations are complete.
- Adjust records for students in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on CSS student conduct code, academic and student support services, registration policies, transcript requests, and more.
- CSS will waive the entrance requirements for this course.
- Upon successful completion of the Pathways 2 Teaching course, students have the opportunity to receive three (3) college credits for this course from College of St. Scholastica (CSS). This course is equivalent to the CSS college course EDU 1540 - Introduction to Teaching (2 credits) and Introductory Field Experience (1 credit).

College of St. Scholastica Instructor mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructors and monitor assignments, exams, projects, and instructional effectiveness to ensure the course meets the learning outcomes in the CSS course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

The DISTRICT agrees to provide the following:

- Continue to offer the Pathways 2 Teaching course providing the enrollment numbers justify the course offering.
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (ie: add/drop, withdraw, course alignment) detailed in the CSS Student Handbook.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardians before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Ensure completion of CSS registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by CSS. CITS staff and share grades with CSS CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with CSS faculty mentor.
- Collaborate with CSS faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the CSS learning outcomes.
- Provide CSS CITS staff with a copy of each course's syllabus for transfer purposes.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$92.00 per student, per course for taking the Pathways2Teaching course.

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: ISD 709, Duluth Public Schools, Attn: Jen Larva, 4316 Rice Lake Road, Duluth, MN.

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 (mailing address with zip) College of St Scholastica, 1200 Kenwood Ave, Duluth, MN 55811.

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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Defoe, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1, 2022 and shall remain in effect until June 30, 2023, 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 provide 4-6 moccasin making classes for Secondary age students for the American Indian Education department, to meet the goals of providing culturally relevant activities to keep our students engaged.

3. **Background Check.** *(applies to contractors working independent with students)* The contractor will NOT be working with students independently, DPS staff will be present during all class/events.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$75 (seventy-five dollars) hourly and \$ 2,500 (two-thousand five hundred dollars) in total.

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: ISD 709, Duluth Public Schools, Attn:Edye Washington, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
8935 Edward street, Duluth, MN 55808

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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

Michelle A. Depe _____ 10/01/2022
 Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 10/5/2022
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

[Signature] _____ 10/11/22
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Esther Humphrey, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1, 2022 and shall remain in effect until June 30, 2023, 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 provide 4-6 moccasin making classes for Elementary age students for the American Indian Education department, to meet the goals of providing culturally relevant activities to keep our students engaged.

3. **Background Check.** *(applies to contractors working independent with students)* The contractor will NOT be working with students independently, DPS staff will be present during all class/events.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$75 (seventy-five dollars) hourly and \$ 2,500 (two-thousand five hundred dollars) in total. Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022 \$.58/mile.

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: ISD 709, Duluth Public Schools, Attn:Edye Washington, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
31211 Wild Wing Drive Cass Lake MN 56633

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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

Esther C. Humphrey [REDACTED] August 12, 2022
 Contractor Signature SSN/Tax ID Number Date
D. Washington 9/16/2022
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Emmeline Smith 10/4/22
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and First Witness, 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 here or attach as appropriate)*

1. Dates of Service. This Agreement shall be deemed to be effective as of September 1, 2022 and shall remain in effect until June 30, 2024, 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 or attach a list of programs/services to be performed by contractor)*
First Witness will provide in person Mandatory Reporting Training for staff at the beginning of the school years 2022 and 2023.

First Witness will provide Child Sexual Abuse Prevention information to both parents and children at all Duluth Preschool sites in March and April as part of National Child Abuse and Prevention and Sexual Assault Awareness Month (April)

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$50 per presentation.

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: ISD 709, Duluth Public Schools, Attn: Sherry Williams, 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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QUICK CONFIRMATION AGREEMENT

Inn On Lake Superior
350 Canal Park Drive
Duluth, MN 55802
Tel: +1 (218) 726-1111

This Quick Confirmation Agreement ("Agreement") is by and between ISD709 ("Group" or "you" or "your(s)") and Zenith Asset Company, LLC ("Owner"), d/b/a Inn On Lake Superior (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Callie Devriendt	Name "Event":	of ISD 709 Teachers Training
Title:		Date(s) of Event:	October 24, 2022 - October 26, 2022
Company Name:	ISD709	Post to Reader Board As:	
Address:	215 N 1st Avenue E	Hotel Contact:	Jennifer Schueller
City, State, Zip:	Duluth MN 55802	Title:	Area Sales Manager
Phone:	+12183368700	Phone:	+12186250406
Email:	devriendt@isd709.org	Email:	sales@innonlakesuperior.com

SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES:

Date	Time	Room*	Setup	EST	Room Rental
Mon, 10/24/22	8:00 AM - 5:00 PM	Northern Lights 1	Crescent Round Seating setup with 5 Chairs/per table	25-30 PPL	\$295
Tue, 10/25/22	8:00 AM - 5:00 PM	Northern Lights 1	Crescent Round Seating setup with 5 Chairs/per table	25-30 PPL	\$295
Wed, 10/26/22	8:00 AM - 5:00 PM	Northern Lights 1	Crescent Round Seating setup with 5 Chairs/per table	25-30 PPL	\$295

Gratuity and Service Charge: The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to 25 % of the food and beverage, plus any applicable state and/or local taxes. A portion of this combined charge (currently 8%) is a **gratuity** and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently 17%) is a **service charge** that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you in advance of your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.

We will endeavor to notify you in advance of your Event of any increases to the gratuity and/or service charge should different amounts be in effect on the day of your Event.

Taxes: In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is 8.38%, and the hotel occupancy tax rate is 6%. We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

Option Dates: These arrangements are being held on a **first option basis** until **October 10, 2022** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the



end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **October 10, 2022**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

Entire Agreement: This Agreement, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:
ISD709

HOTEL:
Zenith Asset Company, LLC
d/b/a Inn On Lake Superior
By ZMC Hotels, LLC, Managing Agent

By: Anthony Bouds
Signature
Name: Anthony Bouds
Dated: 9/27/22

By: _____
Area Sales Manager
Name: Jennifer Schueller
Dated: _____

Banquet Services: Group has agreed to hold the food and beverage events set forth in the Schedule of Events, or to provide \$0 in total anticipated catered food and beverage revenue. The following mandatory timeline relates to final menus and program meal functions:

- If for any reason your final menu selections and room set specifications are provided to the Hotel **fourteen (14) days** or less prior to your major arrival day, Hotel may, in our sole discretion, make Chef's Selections for food product based on your delayed submission of final menu selections, and you agree to accept such substitutions.
- Due to supply chain logistics that are out of the control of the Hotel including seasonal availability of product, holidays and weekends, if for any reason you do not provide the Hotel with your final menu selections and room set specifications at least ten (10) days prior to your major arrival day, the Hotel will assess an extra fee equal to \$1.00 per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel's suppliers.
- Upon review of your final menus and Event requirements, Event Orders will be sent by Hotel to you within **five (5) business days** to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.
- At least **72 hours (three days)** before your Event, you must inform us of the exact number of people who will attend your Event functions by contacting your assigned Event Manager by email or phone. Guarantees by text message cannot be accepted. We will not undertake to serve more than **3%** above this guaranteed minimum.

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

Indemnification: To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless the Hotel, the Representative Hotel Brand, and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

Insurance: You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, covering personal injury, property damage, and other liability arising from your Event.

01-2-005-740-499-303-000

Hotel agrees to maintain general liability insurance, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Collection/Attorney's Fees: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

AGREEMENT

THIS AGREEMENT, made and entered into this 04 day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Blair Powless, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 2022 and shall remain in effect until June 30, 2023, 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 provide Social Studies lessons at the High School level to bring a better understanding of history from an Indigenous perspective. Contractor will also provide Social Studies lessons at the High School level on (01) contemporary regional Tribal Governance, (02) the history of the Black Power Movement, and (03) the principles, theories, and methodology of scholarly historical research and presentation. Concrete examples of concepts will come primarily from an Indigenous perspective. These lessons will be designed to empower and enlighten Indigenous and other students of color while simultaneously being informative and educational for all students. These lessons will also help meet the American Indian focused and African Heritage focused Minnesota State Standards in Social Studies.*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$75.00 (seventy-five dollars)*

hourly for teaching lessons and planning meetings. Not to exceed \$15,000.00 (fifteen thousand dollars) in total.

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: ISD 709, Duluth Public Schools, Attn: Nate Smith and/or Edye Washington, 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Blair Powless 1030 West 3rd Street 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:

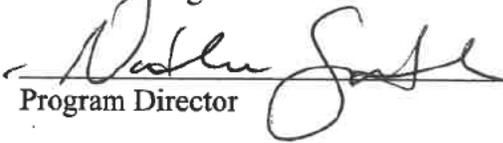
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 10/4/2022

 Program Director _____ Date 10/31/22

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

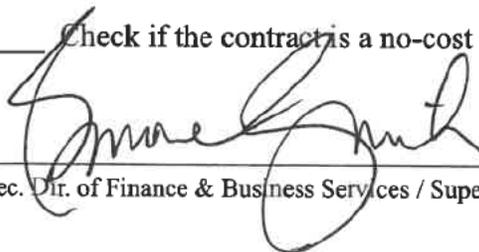
Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

							→ (see next page)
XX	X	XXX	XXX	XXX	XXX	XXX	

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 10/28/22

OEE -

01	E	005	040	313	305	315
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Amount: \$1,250

Nathan Smith

Nathan Smith | Office of Education Equity

10/4/22

Date

AIE -

01	E	005	605	320	305	340
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Amount: \$1,250

Edye Binesikwe Washington

Edye Binesikwe Washington | American Indian Education

10/5/2022

Date

Asst Supt -

01	E	005	211	160	305	011
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Amount: \$12,500

Anthony Bonds

Anthony Bonds | Assistant Superintendent

10/28/22

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool LLC, 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 September 26, 2022 and shall remain in effect until June 7, 2023, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Mondays and Wednesdays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 3727 W. Arrowhead Road, Duluth, MN 55811.

The approximate date the service will begin is September 26, 2022 and shall not extend beyond June 7, 2023; the contract not to exceed a total of 63 Days (attending 2 days per week. The District will pay 2 days per week @ \$335.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$335.00 per month and \$3,350.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Cranc, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Secret Forest Playschool LLC at 3727 W. Arrowhead Road, Duluth, MN 55811.

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:

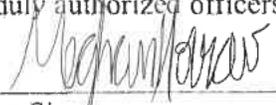
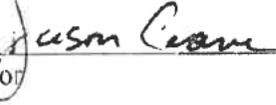
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature 46-3592053 SSN/Tax ID Number 9/4/22 Date

 Program Director 9/26/22 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


 Excc. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 10/4/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Rooted Spirits Play School LLC, 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 September 26, 2022 and shall remain in effect until May 31, 2023, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Mondays and Wednesdays following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 2720 Myers Avenue, Duluth, MN 55811.

The approximate date the service will begin is September 26, 2022 and shall not extend beyond May 31, 2023; the contract not to exceed a total of 60 Days (attending 2 days per week. The District will pay 2 days per week @ \$380.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$380.00 per month and \$3,420.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Rooted Spirits Play School LLC at 2720 Myers Avenue, Duluth, MN 55811.

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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 14th day of October, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Lakewood Little Lynx Preschool

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Lakewood Little Lynx Preschool (the "Parties") entered into the contract (the "Contract") dated September 20, 2022, for the purpose of Preschool planning as required by a student IEP.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$210.00 per month and \$1,890.00 in total. This amendment would increase reimbursement not to exceed \$280.00 per month and \$2,012.50 in total.
 - b. Performance. Original performance was not to exceed (3 days per week) Tuesday, Wednesday and Thursday. This amendment would increase the days to (4 days per week) Monday, Tuesday, Wednesday and Thursday.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station, 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 October 12, 2022 and shall remain in effect until June 2, 2023, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 2101 Trinity Road, Duluth, MN 55811.

The approximate date the service will begin is October 12, 2022 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 143 Days (attending 5 days per week. The District will pay 5 days per week @ \$100.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$100.00 per week and \$3,100.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Creation Station at 2101 Trinity Road, Duluth, MN 55811.

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 Workers’ 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

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AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station, 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 September 12, 2022 and shall remain in effect until January 18, 2023, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 2101 Trinity Road, Duluth, MN 55811.

The approximate date the service will begin is September 12, 2022 and shall not extend beyond January 18, 2023; the contract not to exceed a total of 66 Days (attending 4 days per week. The District will pay 4 days per week @ \$100.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$100.00 per week and \$1,800.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Creation Station at 2101 Trinity Road, Duluth, MN 55811.

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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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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.

Julie A. Wach 41-1927587 9/27/22
 Contractor Signature SSN/Tax ID Number Date

Jasaulane 9/22/22
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

Imane Zuh 9/23/22
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station, 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 September 12, 2022 and shall remain in effect until March 2, 2023, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 2101 Trinity Road, Duluth, MN 55811.

The approximate date the service will begin is September 12, 2022 and shall not extend beyond March 2, 2023; the contract not to exceed a total of 86 Days (attending 4 days per week. The District will pay 4 days per week @ \$100.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$100.00 per week and \$2,300.00 in total.

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: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Creation Station at 2101 Trinity Road, Duluth, MN 55811.

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 Workers' 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of October , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6, 2022 and shall remain in effect until June 8, 2023 , 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.** *Non-public Nursing Services by a Licensed School Nurse.*

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$26,000 in total.

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: ISD 709, Duluth Public Schools, Attn: Special Services, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1215 Rice Lake Rd., Duluth, MN 55811.

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 Workers' 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.

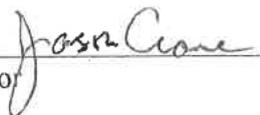
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

 41-0765672 10/7/22
 Contractor Signature SSN/Tax ID Number Date

 10/7/22
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

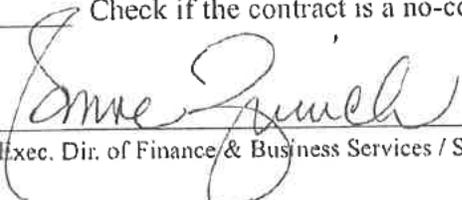
Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	002	590	350	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding

 10/11/22
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



price quote/proposal page 2 of 2

school/district DULUTH ISD 709 - Ordean East Middle School

contact Heidi Lyle

WeVideo contact: Andreea Negrea Andreea@wevideo.com

ar@wevideo.com

sales@wevideo.com

Fax: 408-819-9441

Quote Expires:

1975 West El Camino Real Suite 202

Mountain View, CA 94040

Ph: 650-800-3403

12/31/2022

SECTION IV - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name Ordean East Middle School

WeVideo account admin/owner Name
(who will log-in/manage the WeVideo account) Heidi Lyle

Admin/owner Email heidi.lyle@isd709.org

Job title/role Media Specialist

Phone Number 218-336-8940 x 2344

BILLING INFORMATION

Accounts Payable Contact Sheila Stevens

Accounts Payable Email accountspayable@isd709.org

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature Simone Zurich

Date 10/4/2022

Print Name Simone Zurich

Print Title Exec. Dir. of Finance & Business Services

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Sue Lehna, Principal Sue Lehna 9-28-22

Print name Title Authorized Signature Date

**price quote/proposal****remit payment to**

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Mountain View, CA 94040
Fax: 408-819-9441
650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

DULUTH ISD 709 - Ordean East Middle School
215 N 1ST AVE E
DULUTH, Minnesota 55802
(218) 336-8752
Heidi Lyle
heidi.lyle@isd709.org
Technology Coordinator

Date: 9/15/2022

Quote Expires: 12/31/2022

WeVideo Contact:
Andreea Negrea
Andreea@wevideo.com

Notes:
WeVideo Renewal 2022

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
35 users	WeVideo for Schools Annual Subscription, multi-user license	\$9.97 <i>(price per user)</i>	\$9.8149 <i>(price per user)</i>	1.52%	\$343.52
175 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
2100 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
	Professional Development Options (teacher/tech training, onsite, online, etc.)				none selected
0	Professional Development, 60 minutes, live online, Cohort of 20	\$350			\$0
35	Mobile App access for IOS and Android devices, all users	\$2.99	included	100%	\$104.65
Subtotal					\$343.52
<i>Prices are stated exclusive of all taxes. Add sales tax to your purchase order, or provide note of exemption. TAX:</i>					
<i>Quote is valid for terms as stated above and below</i>					
<i>All prices in United States Dollars (\$)</i>					
Total					\$343.52

SECTION I - term length and subscription term discount options (CHECK ONE):

- Purchase 12 months/1 year subscription for 35 users - rate of: **\$343.52**
- Purchase 24 months/2 year subscription for 35 users - PREPAY **\$583.98** and save 10% on license*
- Purchase 36 months /3 year subscription for 35 users - PREPAY **\$824.45** and save 15% on license*

*If pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manager.

SECTION II - is a purchase order required to send an invoice to (CHECK ONE):

- Yes, a school/district PO is required to invoice our school or district
- No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

- Professional Development, full day, on site - **\$3000**
- Professional Development, two day, on site - **\$5500**
- Professional Development, 60 minutes, live online, Cohort of 20 - **\$350 each**

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Catering By Bellisio's, 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 here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/22 and shall remain in effect until 6/30/23, 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 or attach a list of programs/services to be performed by contractor)*
Harvest Ball by Exec. Board

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.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

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 \$ n/a hourly and \$ 3,000.00 in total. *could be higher if amended for food and beverage with applicable taxes* *ETHIC*

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: ISD 709, Duluth Public Schools, Attn: Brett Mensing, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 525 Lake Avenue South Duluth, MN 55802.

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.

*not necessary per 10/13/22 EH/LL
to provide phone call*

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

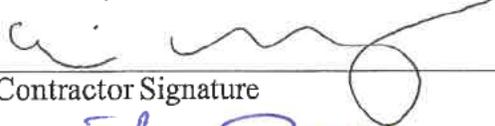
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature 41-1626471 (federal) # 2462953 (State)
 SSN/Tax ID Number 10/13/2022
 Date

 Program Director 10/25/22
 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

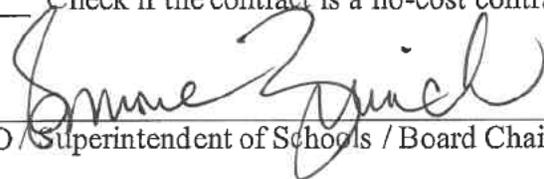
Please check the appropriate line below:

Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

79	E	220	298	000	305	465
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair 10/18/22
 Date

Harvest Ball
by Exec Board



F4I

Duluth East Harvest Ball

Saturday, November 19, 2022

INVOICE

ACCOUNT: Bill Zwak
CONTACT: Bill Zwak
EMAIL: william.zwak@isd709.org
PHONE: 218-428-3981
ADDRESS: 301 N 40th Ave E
 Duluth , MN 55804

SALES MANAGER: Elissa Husby
EMAIL: ehusby@grccorp.com
PHONE: (218) 740-3577

Date	Time	Location	Areas	Event Type	Guests	Gtd
11/19/2022	12:00 pm – 12:00 am	Catering By Bellisio's	Main Floor Package, Lift Bridge Lounge + Crystal Terrace, and Upper Bar Area		650	

Qty.		Price	Total
	Main Floor Includes Main Floor, Upper Bar Area, Lift Bridge Lounge, and Crystal Terrace. <i>Catering Service Fees on Hosted Food and Beverage:</i> 18% Service Fee – Covers tables, chairs, white linens (table linens and linen napkins), silverware, ceramic plates and glass water glasses for up to 200 guests. 15% Staff Gratuity – Goes straight to our staff for their excellent service and hard work.		
1	Saturday	\$3,000.00	\$3,000.00

	Total
Room Charge	\$3,000.00
Subtotal	\$3,000.00
Service Charge	18.0% \$0.00
Gratuity	15.0% \$0.00
Sales Tax	11.125% \$0.00
Liquor Tax	13.625% \$0.00
Other Charges	8.875% \$0.00
F&B Minimum	Total \$0.00
	-\$0.00 Met
Grand Total	\$3,000.00
Duluth East Harvest Ball (Due 9/30/2022)	Unpaid \$3,000.00
Estimated Amount Due	\$3,000.00¹³¹

**No Cost Contracts Signed
October 2022**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	Contract Source	Description
Minnesota Dept. of Ed	Duluth Adult Basic Education	Consortium Agreement with Proctor ISD 704 and Hermantown ISD 700 for FY22
Minnesota Dept. of Ed	Duluth Adult Basic Education	Consortium Agreement with Proctor ISD 704 and Hermantown ISD 700 for FY23
Carrie Thuringer	East HS	ISD 709 Construction Class will provide construction services for a Duluth homeowner. Class will frame garage on pre-poured slab. All materials will be purchased and delivered by the homeowner.
Eric Erkilla	East HS	ISD 709 Construction Class will provide construction services for a Duluth homeowner. Class will frame garage on pre-poured slab. All materials will be purchased and delivered by the homeowner.
Illuminate Education	Assessment Evaluation – Dr. Tawnyea Lake	Illuminate provides a streamlined solution that helps educators to accurately assess learning, identify needs, align whole child supports, and drive school performance. Paid for with grant funding that has already been received.
CDW Government LLC	Technology	The statement of work (SOW) can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. The SOW is valid for a 12-month period.
Lifetouch	Myers-Wilkins ES	FY24 fall picture agreement
Lifetouch	Piedmont ES	FY24 fall picture agreement
Lifetouch	Laura MacArthur ES	FY24 fall picture agreement
Lifetouch	Area Learning Center	FY24 fall picture agreement

Lifetouch	Lincoln Park MS	FY24 fall picture & yearbook agreement
Lifetouch	Ordean-East MS	FY24 fall picture agreement

Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2022. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

School Districts Representative:

By: Kristal Berg
Name: Kristal Berg
Title: Director of Community Education
Date: 10/27/22

Member ISD 709

School District Representative:

By: Simone Zurich
Name: Simone Zurich, Exec. Dir. Of Finance and Business Services
Date: 10/26/22

Adult Basic Education Representative:

By: Angie Frank
Name: Angie Frank
Title: Duluth Adult Education Manager
Date: 10/24/22



Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2023. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

Member ISD 709

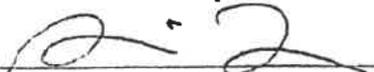
School Districts Representative:

School District Representative:

By: 
Name: Kristal Berg
Title: Director of Community Education
Date: 10/27/22

 _____
Simone Zurich, Exec. Dir. Of _____
Finance and Business Services _____
Date: 10/26/22

Adult Basic Education Representative:

By:  _____
Name: Angie Frank _____
Title: Duluth Adult Education Manager _____
Date: 10/24/22



AGREEMENT

THIS AGREEMENT made and entered into this **12th day of October, 2022**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Carrie Thuringer**, a private homeowner, hereinafter called Homeowner.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby ISD 709 Construction Classes will provide programs or services for the Homeowner 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 upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide construction services for the Homeowner at **2033 Springvale Road** as defined in the attached proposal, **22-23 Springvale Project** dated October 12, 2022 for **no cost**.

This Contract consists of the following:

1. Printed Memorandum of Agreement;
2. Homeowners work requested (ie. framing of garage, construction of deck, etc.)
3. Homeowner's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment form;
5. Any other documents identified by the District.

3. **Background Check.** N/A (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 the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of the Construction Class of its obligations pursuant to this Agreement, Homeowner hereby agrees to reimburse the Construction Program for its services and expenses in performing said obligations for a lump sum of **\$0**. District 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 to the District within 30 days of receipt of all required backup documentation and submission of a proper invoice by the Construction Program Instructor;
- 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 Homeowner has reimbursed District for any expense claimed by District shall not preclude Homeowner from questioning the propriety of any such item. Homeowner 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 District. This clause shall not be construed to bar any other legal remedies Homeowner may have to recover funds expended by District for disallowed costs.

7. **Ownership of Materials.** The Homeowner 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 District has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the Homeowner and District 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, Homeowner shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of District'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.** Homeowner 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 Homeowner 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 District to Homeowner shall be deemed to have been given by depositing the same in writing in the United States Mail: (homeowner name and address).

All notices to be given by Homeowner to District shall be deemed to have been given by depositing the same in writing in the United States Mail to ISD 709, Duluth Public Schools, Attn: David Spooner, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

11. **Assignment.** District 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 Homeowner.

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. **Compliance with Laws.** The Homeowner 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.** Homeowner 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.** District shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Homeowners shall maintain such insurance in force and effect throughout the term of the contract. Homeowners are required to maintain and furnish satisfactory evidence of the General Liability insurance policies, and list the District as additional insured and as a certificate holder.

Workers' Compensation Insurance: N/A

Commercial General Liability: N/A

Professional Liability: N/A

19. **Bonding.** N/A

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

ISD 709 Employee

Position

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

<u>ISD 709 Employee</u>	<u>Position</u>
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Construction Class or others on behalf of ISD 709 is to be planned by the Homeowner, the Homeowner shall advise ISD 709 if such work:

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

In all respects, the Construction Class shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Homeowner shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Homeowner and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

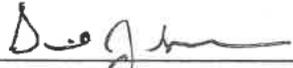
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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.

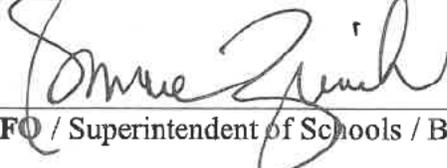
  10/17/22
Carrie Thuringer SSN/Tax ID Number Date

 10/12/22
ISD 709 Career and Technical Education Coordinator Date

 10/18/22
Program Director - Facilities Management Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

Check if the contract is a no-cost contract.

 10/18/22
CFO / Superintendent of Schools / Board Chair Date

22-23 SPRINGVALE GARAGE PROPOSAL

DATE: **October 3, 2022**

CLIENT NAME: **Carrie Thuringer** - (218) 290-4455

PROJECT ADDRESS: **2033 Springvale Road**

PROPOSAL OF WORK

This document serves as the mutual agreement between **Carrie Thuringer** and ISD 709 Construction Technology Program for activities covered in the project. The project will begin once this scope has been signed and the Short Form Agreement is approved and signed.

Project Deliverables	Anticipated Timeframe	Payment from Homeowner to Program
Service Performed Framing of garage on pre-poured slab. All materials will be purchased and delivered to site by homeowner.	~14 weeks from approximately 11-7-22 to 2-17-23	N/A Homeowner provides materials, no fee for services

Comments

Estimates are based on **~14 weeks** of work, through (approximate end date): **2-17-2023**

**No estimates needed as no fees for services are being charged.*

ISD 709 Construction Program retains the right to feature the project work in our publications and portfolio.

Payment Terms

Check if there is no payment required for services completed for this project.

[00%] of payment will be invoiced at the start of the engagement, and the remaining [00%] will be invoiced on [date for expected conclusion of project]. **N/A as no payment required.*

Signatures


Homeowner Date: **10-17-22**


Construction Program Instructor Date: **10-13-2022**

AGREEMENT

THIS AGREEMENT made and entered into this 3rd day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Eric Erkilli**, a private homeowner, hereinafter called Homeowner.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby ISD 709 Construction Classes will provide programs or services for the Homeowner 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 upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Provide construction services for the Homeowner at 2909 Parkwood Lane as defined in the attached proposal, 22-23 Parkwood Project dated October 3, 2022 for no cost.

This Contract consists of the following:

1. Printed Memorandum of Agreement;
2. Homeowners work requested (ie. framing of garage, construction of deck, etc.)
3. Homeowner's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment form;
5. Any other documents identified by the District.

3. **Background Check.** N/A (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 the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of the Construction Class of its obligations pursuant to this Agreement, Homeowner hereby agrees to reimburse the Construction Program for its services and expenses in performing said obligations for a lump sum of \$0. District 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 to the District within 30 days of receipt of all required backup documentation and submission of a proper invoice by the Construction Program Instructor;
- 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 Homeowner has reimbursed District for any expense claimed by District shall not preclude Homeowner from questioning the propriety of any such item. Homeowner 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 District. This clause shall not be construed to bar any other legal remedies Homeowner may have to recover funds expended by District for disallowed costs.

7. **Ownership of Materials.** The Homeowner 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 District has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the Homeowner and District 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, Homeowner shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of District'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.** Homeowner 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 Homeowner 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 District to Homeowner shall be deemed to have been given by depositing the same in writing in the United States Mail: (homeowner name and address).

All notices to be given by Homeowner to District shall be deemed to have been given by depositing the same in writing in the United States Mail to ISD 709, Duluth Public Schools, Attn: David Spooner, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

11. **Assignment.** District 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 Homeowner.

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. **Compliance with Laws.** The Homeowner 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.** Homeowner 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.** District shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Homeowners shall maintain such insurance in force and effect throughout the term of the contract. Homeowners are required to maintain and furnish satisfactory evidence of the General Liability insurance policies, and list the District as additional insured and as a certificate holder.

Workers' Compensation Insurance: N/A

Commercial General Liability: N/A

Professional Liability: N/A

19. **Bonding.** N/A

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

ISD 709 Employee
Simone Zurich, Exec. Dir. Of
Finance and Business Services

Position
Executive Director of Business Services

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

ISD 709 Employee

David Spooner

Position

Manager of Facilities

21. **Protection of District.** To the extent that work by the Construction Class or others on behalf of ISD 709 is to be planned by the Homeowner, the Homeowner shall advise ISD 709 if such work:

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

In all respects, the Construction Class shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Homeowner shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Homeowner and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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>10/6/2022</u>
Eric Erkkila	SSN/Tax ID Number	Date
		<u>10/3/22</u>
ISD 709 Career and Technical Education Coordinator		Date
		<u>10/11/22</u>
Program Director - Facilities Management		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

X Check if the contract is a no-cost contract.

	<u>10/11/22</u>
CFO / Superintendent of Schools / Board Chair	Date

22-23 PARKWOOD GARAGE PROPOSAL

DATE: **October 3, 2022**

CLIENT NAME: **Eric Erkkila**

PROJECT ADDRESS: **2909 Parkwood Lane**

PROPOSAL OF WORK

This document serves as the mutual agreement between **(client name)** and ISD 709 Construction Technology Program for activities covered in the project. The project will begin once this scope has been signed and the Short Form Agreement is approved and signed.

Project Deliverables	Anticipated Timeframe	Payment from Homeowner to Program
Service Performed Framing of garage on pre-poured slab. All materials will be purchased and delivered to site by homeowner.	≈ 6 weeks from approximately 09/29/22 to 11/9/22 <i>Approximately</i>	N/A Homeowner provides materials, no fee for services

Comments

Estimates are based on **[00 weeks]** of work, through **[date of end of project]**. **No estimates needed as no fees for services are being charged.*

ISD 709 Construction Program retains the right to feature the project work in our publications and portfolio.

Payment Terms

Check if there is no payment required for services completed for this project.

[00%] of payment will be invoiced at the start of the engagement, and the remaining **[00%]** will be invoiced on **[date for expected conclusion of project]**. **N/A as no payment required.*

Signatures

 10/06/2022
Homeowner Date:

 10-6-22
Construction Program Instructor Date:



Client Order

Q-151282

530 Technology Dr Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 10/6/2022
Valid Through: 11/5/2022

Prepared By: Craig Tuschhoff

Start Date: 10/1/2022
End Date: 6/30/2024
Quote Term: 21

Customer: Duluth Public School District
Address: 215 North 1st Ave East
Duluth, Minnesota 55802-2058

Contact: Tawnyea Lake
Phone: 218-336-8700

Implementation Phase

Dates: 10/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1	Product Implementation: Level 2, eduCLIMBER	eduCLIMBER site setup and initial configuration. District size under 30,000 students.	\$4,250.00	\$4,250.00
1	»» Level 2 Onboarding, eduCLIMBER	Dedicated guidance from a Customer Success Manager through a comprehensive change framework and eduCLIMBER system setup.	Included	
1	»» Level 2 Data Integration, eduCLIMBER	Extraction, import, and validation of required data for eduCLIMBER site setup.	Included	
1	»» System Management Workshop, eduCLIMBER	Half-day virtual Implementation training session on eduCLIMBER for System Administrators.	Included	
1	Train-the-Trainer, eduCLIMBER (Virtual)	Comprehensive eduCLIMBER training for capacity building. Up to 20 participants per cohort.	\$3,500.00	\$3,500.00
1	»» Virtual Initial Intensive Training, eduCLIMBER	Virtual eduCLIMBER training for Train-the-Trainer cohort. Facilitated by an Illuminate Instructor across four 3-hour sessions.	Included	
1	»» Knowledge Transfer Workshop, eduCLIMBER	Virtual eduCLIMBER training session facilitated by an Illuminate Instructor in a half-day session for Train-the-Trainer cohort. Typically held two to three months after Initial Intensive Training.	Included	
1	»» Training Materials, eduCLIMBER	Professionally-created eduCLIMBER training digital material set for client use in internal training.	Included	
5	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$56.10	\$280.50
5	Learning Community, Achievement Dashboard	Access to Achievement Dashboard content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$56.10	\$280.50
Implementation Phase Subtotal:				\$8,311.00
Implementation Phase Grand Total:				\$8,311.00

Year 1

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
8,487	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$6.00	\$50,922.00
3	Virtual Consultations, eduCLIMBER	One-hour of virtual coaching for eduCLIMBER.	\$165.00	\$495.00
5	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$375.00

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5	Learning Community, Achievement Dashboard	Access to Achievement Dashboard content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$375.00
			Year 1 Subtotal:	\$52,167.00
			Year 1 Grand Total:	\$52,167.00

Any Client request to reimport, align, merge, or otherwise manipulate data that has already been integrated will be subject to an additional fee. If the Client requests that Illuminate make any integration efforts after initial setup, the initial fees will be as follows: integrating with a new SIS \$5,000; merging instances or splitting instances \$10,000.

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@illuminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 530 Technology Drive, Suite 100, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

- (a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.
- (b). “**Client Personnel**” means Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.
- (c). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.
- (d). “**Embedded Applications**” means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.
- (e). “**Licensed Products**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.
- (f). “**Professional Service(s)**” means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.
- (g). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.
- (h). “**Software**” means the Illuminate software programs described in the applicable Client Order.
- (i). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 (“**Termination**”).
- (j). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate’s discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

CLIENT: ISO 709 - Duluth Public Schools

By: 
Authorized Signature

Name: Simone Turich

Title: Exec. Dir. of Finance, Business Serv.

Date: 10/7/22

01 E 005 605 499 405 000

Check & connect mto

Budget Summary

2022-2023

Duluth Public Schools ISD #709

Account	Account Description	PY Budget	PY Activity	CY Budget	CY Revised	CY Activity	CY Encumbered/ Pending	CY Remaining	NY Budget
01 R 005 605 499 400 000	SPDG EVAL & IMPROV GRANT - CFDA 84.323A - FED AID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 110 000	SPDG EVAL & IMPROV GRANT - ADMIN/SUPV SALARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 185 000	SPDG EVAL & IMPROV GRANT - CERTIFIED STIPEND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 210 000	SPDG EVAL & IMPROV GRANT - FICAMEDICARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 218 000	SPDG EVAL & IMPROV GRANT - TRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 230 000	SPDG EVAL & IMPROV GRANT - LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 235 000	SPDG EVAL & IMPROV GRANT - DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 240 000	SPDG EVAL & IMPROV GRANT - LTD INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 270 000	SPDG EVAL & IMPROV GRANT - WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 280 000	SPDG EVAL & IMPROV GRANT - UNEMPLOYMENT COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 401 000	SPDG EVAL & IMPROV GRANT - GENERAL SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 E 005 605 499 405 000	SPDG EVAL & IMPROV GRANT - NON INSTR SOFTWARE LIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
01 - GENERAL FUND		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

STATEMENT OF WORK

Project Name:	Ad Hoc Statement of Work	Seller Representative:
Customer Name:	Duluth Public Schools	Dave Donarski (612) 704-5943 davedon@cdwg.com
CDW Affiliate:	CDW Government LLC	
SOW Effective Date:	October 5, 2022	Solution Architect:
Version:	1.0	Marisa Ryan

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this October 5, 2022 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Duluth Public Schools (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

This SOW can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. This SOW is valid for a 12-month period from the date of signature.

Subject to the other provisions of this SOW, Seller will perform the following services:

1. Unscheduled and/or Break/Fix engineering and consulting services

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer will provide, in advance and in writing, all applicable customer safety and security rules and procedures
2. Customer will provide adequate work space for seller engineers
3. Customer will provide seller access or personnel with access to all locations that are required

PROJECT ASSUMPTIONS

1. Customer will provide all hardware and cabling required
2. Seller is not responsible for any network related problems/issues that arise while seller is on site
3. Customer staff will be on site and available when the seller engineer is on site

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any Total Fee numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

Table 1 – Services Fees

Consultant	Function	Hourly Rate
Senior Consulting Engineer	Cross-Technology	\$225
Consulting Engineer	Cross-Technology	\$215
Associate Consulting Engineer	Cross-Technology	\$165
Project Manager	Cross-Technology	\$210

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW.

EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("**Customer Components**").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.
7. Customer shall ultimately be responsible for making any final decisions with respect to any recommendation or potential solutions provided by Seller under this SOW.
8. Seller shall not be responsible for providing the Customer any Work Product under this SOW.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person. The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Except as otherwise agreed by the Parties, customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com, except that it shall be governed instead by a written agreement, if any, between Customer and Seller covering Customer's purchase of products and services from Seller (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____
signature

Name: _____

Title: _____

Date: _____

Mailing Address:

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:

Phil Birt

Duluth Public Schools

By: Simone Zurich
signature

Name: Simone Zurich

Title: Exec. Dir. Finance & Business Services

Date: 10/11/22

Mailing Address:

Street: 4316 Rice Lake Rd

City/ST/ZIP: Duluth MN 55811

Billing Contact:

Street: 4316 Rice Lake Rd

City/ST/ZIP: Duluth MN 55811

EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”).

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
1440 49 th Ave NE, Columbia Heights, MN 55421	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work



Service Agreement

Myers Wilkins Elementary

Lifetouch ID: 464575
 Account Representative Email:
 peter.markham@lifetouch.com

School Year(s): 2023-2024
 Agreement Length: 1

Account Information

Myers Wilkins Elementary
 1027 N 8th Ave E
 Duluth, MN 55805

Main Phone: 218-336-8860
 Enrollment: 405
 Grades: Pre-K - 5

Summary of Programs Provided

<input checked="" type="checkbox"/> Fall Individuals	Yearbook	Groups	Commencements
Spring Individuals	Prestige Seniors	Dance	Other/Misc
Underclass Grads	Sports	Special Events	

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individuals - Original							

*All dates are tentative and subject to change or TBD if blank.

Account Services

<input type="checkbox"/> Yearbook - Media CD/DMD	Storefront Contact:
<input type="checkbox"/> Storefront	Lifetouch Portal Contact: Dane Benson
<input checked="" type="checkbox"/> Lifetouch Portal	

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

- Photo Labels
- Photo Directory
- Principal Album - Hard Cover Binder
- Staff Composite
- Portrait Service Sheet - (2) 5x7s

Additional Details

Description	Incentive Details
Fall Individual	15% Commission paid on net sales calculated 45 days after original Picture Day(s). 15% Commission less sales tax

Contact information

Contact Name	Title	Phone	Email
Brett Menising	Administrator	218-336-8704	brett.menising@isd709.org
Rachel Jackson	Principal	218-336-8860	rachel.jackson@isd709.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account’s exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in “Picture Day” events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures

DocuSigned by:

Peter Markham
250FE04B6EEE46A...

10/24/2022

Peter Markham

Sales Professional - School

DocuSigned by:

Brett Menising
BC36CA1A7625434...

10/24/2022

Brett Menising

Administrator

Imine Zurich



Service Agreement

Piedmont Elementary School

Lifetouch ID: 35719
 Account Representative Email:
 peter.markham@lifetouch.com

School Year(s): 2023-2024
 Agreement Length: 1

Account Information

Piedmont Elementary School
 2827 Chambersburg Avenue
 Duluth, MN 55811-3004

Main Phone: 218-336-8950
 Enrollment: 570
 Grades: Pre-K - 5

Summary of Programs Provided

- Fall Individuals Yearbook Groups Commencements
- Spring Individuals Prestige Seniors Dance Other/Misc
- Underclass Grads Sports Special Events

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individuals - Original							

*All dates are tentative and subject to change or TBD if blank.

Account Services

- Yearbook - Media CD/DMD
 - Storefront Storefront Contact:
 - Lifetouch Portal Lifetouch Portal Contact: April Winter

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

- Class Picture Service
- Digital Media Download - Medium Res - Yearbook
- Principal Album - Hard Cover Binder
- Staff Composite
- Photo Labels

Contact information

Contact Name	Title	Phone	Email
Jennifer Bobbe	Principal	218-336-8950	jennifer.bobbe@isd709.org
April Winter	Administrative Assistant	218-336-8950	april.winter@isd709.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures

DocuSigned by:

Peter Markham

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10/5/2022

Peter Markham

Sales Professional - School

Jennifer Bobbe

Principal

Emme Guich 10/11/22



Service Agreement

Laura MacArthur Elem Sch

Lifetouch ID: 35715
 Account Representative Email:
 peter.markham@lifetouch.com

School Year(s): 2023-2024
 Agreement Length: 1

Account Information

Laura MacArthur Elem Sch
 720 North Central Avenue
 Duluth, MN 55807-1305

Main Phone: 218-336-8900
 Enrollment: 440
 Grades: Pre-K - 5

Summary of Programs Provided

- | | | | |
|--|------------------|----------------|---------------|
| <input checked="" type="checkbox"/> Fall Individuals | Yearbook | Groups | Commencements |
| Spring Individuals | Prestige Seniors | Dance | Other/Misc |
| Underclass Grads | Sports | Special Events | |

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
---------------	------------	----------	------------	------------	----------	--------------	----------------

Fall Individuals - Original

*All dates are tentative and subject to change or TBD if blank.

Account Services

- | | |
|---|--|
| <input checked="" type="checkbox"/> Yearbook - Media CD/DMD | |
| Storefront | Storefront Contact: |
| <input checked="" type="checkbox"/> Lifetouch Portal | Lifetouch Portal Contact: James Erickson |

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

- Photo Labels
- Class Picture Service
- Digital Media Download - Medium Res - Territory
- Photo Directory

Contact information

Contact Name	Title	Phone	Email
James Erickson	Principal	218-336-8900	james.erickson@isd709.org
Thea Hantz		218-336-8900	dorothea.hantz@isd709.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

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Signatures

DocuSigned by:

Peter Markham

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10/12/2022

Peter Markham

Sales Professional - School

James Erickson

Principal

Ermine Znuich 10/13/22



Service Agreement

Area Learning Center

Lifetouch ID: 82169
 Account Representative Email:
 peter.markham@lifetouch.com

School Year(s): 2023-2024
 Agreement Length: 1

Account Information

Area Learning Center
 11 East Superior Street Ste 140
 Duluth, MN 55802-2012

Main Phone: 218-336-8700
 Enrollment: 150
 Grades: 9 - 12

Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Dance
- Special Events
- Commencements
- Other/Misc

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
---------------	------------	----------	------------	------------	----------	--------------	----------------

Fall Individuals - Original

*All dates are tentative and subject to change or TBD if blank.

Account Services

- Yearbook - Media CD/DMD
- Storefront
- Lifetouch Portal
- Storefront Contact:
- Lifetouch Portal Contact: Valarie Wagenbach

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

- Photo ID Laminated Vertical - Punched
- Photo ID Laminated Horizontal - Punched

Additional Details

Description	Incentive Details
Fall Individual	District receives incentive per agreement

Contact information

Contact Name	Title	Phone	Email
Brett Mensing	Administrator	218-336-8704	brett.mensing@isd709.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

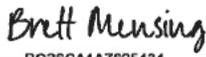
The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures

DocuSigned by:

 250FE04B6EEE46A... 10/18/2022

Peter Markham Sales Professional - School

DocuSigned by:

 BC36CA1A7625434... 10/18/2022

Brett Mensing Administrator

 10/18/2022 CFO



Service Agreement

Lincoln Park Middle School

Lifetouch ID: 423467
 Account Representative Email:
 peter.markham@lifetouch.com

School Year(s): 2023-2024
 Agreement Length: 1

Account Information

Lincoln Park Middle School
 3215 West 3rd Street
 Duluth, MN 55806

Main Phone: 218-336-8880
 Enrollment: 680
 Grades: 6 - 8

Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Dance
- Special Events
- Commencements
- Other/Misc

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
---------------	------------	----------	------------	------------	----------	--------------	----------------

Fall Individuals - Original

*All dates are tentative and subject to change or TBD if blank.

Account Services

- Yearbook - Media CD/DMD
- Storefront
- Lifetouch Portal

Storefront Contact:
 Lifetouch Portal Contact: Kris Hughes

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

- Photo Directory
- Digital Media Download - Medium Res - Territory
- Photo ID Laminated Horizontal/Vertical - No Punch
- Photo ID Laminated Vertical - Punched

Additional Details

Description	Incentive Details
Fall Individual	15% Commission paid on net sales calculated 45 days after original Picture Day(s). 15% commission on all sales less sales tax.

Contact information

Contact Name	Title	Phone	Email
Brett Mensing	Administrator	218-336-8704	brett.mensing@isd709.org
Brian Kazmierczak	Principal	218-336-8880	brian.kazmierczak@isd709.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

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Signatures

DocuSigned by:

Peter Markham

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10/24/2022

Peter Markham

Sales Professional - School

DocuSigned by:

Brett Mensing

BC38CA1A7625434...

10/24/2022

Brett Mensing

Administrator

Simone Znuich



Service Agreement

Ordean East Middle School

Lifetouch ID: 35718
 Account Representative Email:
 peter.markham@lifetouch.com

School Year(s): 2023-2024

Agreement Length: 1

Account Information

Ordean East Middle School
 2900 East 4th Street
 Duluth, MN 55812-1503

Main Phone: 218-336-8940
 Enrollment: 1055
 Grades: 6 - 8

Summary of Programs Provided

- Fall Individuals Yearbook Groups Commencements
- Spring Individuals Prestige Seniors Dance Other/Misc
- Underclass Grads Sports Special Events

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
---------------	------------	----------	------------	------------	----------	--------------	----------------

Fall Individuals - Original

*All dates are tentative and subject to change or TBD if blank.

Account Services

Yearbook - Media CD/DMD

Storefront

Storefront Contact:

Lifetouch Portal

Lifetouch Portal Contact: Irene Fridsma

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

Photo ID Laminated Vertical - Punched

Photo Directory

Photo ID Laminated Vertical - Punched

Photo Directory

Contact information

Contact Name	Title	Phone	Email
Brett Mensing	Administrator	218-336-8704	brett.mensing@isd709.org
Sue Lehna	Principal	218-336-8940	susan.lehna@isd709.org

Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

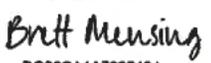
The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

Signatures

DocuSigned by:

 250FE04B6EEE46A... 10/24/2022

Sales Professional - School

Peter Markham
 DocuSigned by:

 BC38CA1A7625434... 10/24/2022

Brett Mensing Administrator



**Grant Applications
October 2022**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Metronet	Cindy Miller/ Media Specialist	Library Media Tech Services	\$289.00	Professional Development in coursework called Engage Your Community by Uniting Marketing and Outreach (virtual)
Minnesota Power	Becky Gamache/Preschool	Home Visit Books	\$3,000.00	To purchase 5 years' worth of books for our fall & spring home visits
Higher Pathways Grant	Amanda Horton/American Indian Homeschool Liaison	American Indian College Fund	\$3,000.00	College and Career Readiness for AI students
Greater Denfeld Foundation & Arrowhead Library System	Geraldine Davidson/Media Specialist	Beautifying the Library	\$2,000.00 (GDF) & \$250.00 (ALS)	The funds will be used to purchase the supplies needed to create under computer desk bookshelves to create extra storage for classroom textbooks that are stored in the library.
Essentia Health Grant	Jen Jaros/ECFE Coordinator, Diane Mozol & Lynn Henderson ECFE Educators	Playground Equipment	\$36,000.00	Purchase of playground equipment, installation and ground preparation for birth to 4-year-old children at Washington Center.
Northland Foundation (MN HHS Grant)	Jen Jaros/ECFE Coordinator	Northeastern MN Family, Friend & Neighbor Child Care Provider Outreach & Supportive Initiative	\$7,500.00	Duluth ECFE will host a series of Play & Learn sessions for Family, Friend & Neighbor (FFN) care providers and children in their care. More children than we realize are being cared for by family members, neighbors or friends of the family (non-licensed care providers). This will give these care providers some information about literacy, behavior management, school readiness skills as well as a community of support as they care for other people's children.