

Company Address:
2300 Corporate Park Drive
Herndon, VA 20171

Prepared By: Joey Hokit
Phone: (571) 405-2003
Email: jhokit@k12.com

Quote #: Q-65703-1
Created Date: 6/29/2020
Expiration Date: 8/23/2021
Start Date: 8/23/2021
End Date: 9/1/2022
Contact Name: Adrian Norman
Phone: (218) 336-8756
Email: adrian.norman@isd709.org

Bill To:
Duluth Public School District
215 N 1st Ave E
Duluth, MN 55802

Ship To:
Duluth Public School District
215 N 1st Ave E
Duluth, MN 55802-2069

QTY	Product	Description	Unit Price	Total Price
1	Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available.	\$30,000.00	\$30,000.00
1	Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	Included	\$0.00
Total:				\$30,000.00

Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms>. This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

Accepted by Customer:

Signature: Catherine Erickson Date: 5/19/21
Name (Print): Catherine A. Erickson Title: CFD

01-E-611-211-303-460-000



This Online Educational Products and Services Order (this "Order"), dated as of 8/23/2021 (the "Order Effective Date"), is between Duluth Public School District, 215 N 1st Ave E, Duluth, MN 55802 ("Customer") and Fuel Education LLC ("FuelEd"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: Catherine Erickson Date: 5/25/21
 Name (Print): Catherine A. Erickson Title: CFO

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

1. **Period:** 8/23/2021 through 9/1/2022 and is not eligible for a renewal period.
2. **Territory:** Students served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Product	Product Description	Unit Price
Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available.	\$30,000.00
Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	Included

Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.

4. Description of Educational Products.

Enterprise, Site and Enrolled User License Models: Enterprise, Site and Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a limited and defined period of time, including alternative education and hospital homebound students. The Enterprise, Site and Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure the intended use for part-time/blended programs and alternative education populations.

K12 and FuelEd Online Courses: Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

5. Description of Services.

Hosting Solution: The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 14 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such a course within 14 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

DIGITAL CURRICULUM

Course Lists 2021–2022

Foster a love of learning and set students on the **pathway to lifelong success** with an online curriculum designed to help them realize their potential. Our suite of more than **350 digital courses** covers a full spectrum of **core subjects and electives**, all supported by **cutting-edge online technology** and brought to life by **extraordinary educators**. Stride Learning Solutions digital courses combine rich content with proven pedagogy to facilitate **dynamic, engaging online and blended learning** experiences to meet your district or school's unique needs.



Our expansive course catalog for **grades K–12** allows you to **meet every learner's needs—from those who are struggling** or at risk of dropping out or not graduating on time, **to those seeking greater academic challenges** or enrichment in their learning. Whether your students are looking to launch a career right after graduation or pursue postsecondary studies, our digital curriculum will provide them with more options to **jumpstart their futures today**. Give us a call at **844.638.3533** to discuss how together we can pave the way to a bright future for all learners.

The courses included in this list reflect offerings for the 2021–2022 school year. However, district certification requirements, teacher availability, and other factors may impact instructional support availability. All high school and middle school courses are available on both the PEAK and Online School (OLS) platforms unless otherwise noted. Elementary courses are available on the OLS platform only.



[Elementary School Course List](#)



[Middle School Course List](#)



[High School Course List](#)

New! Digital Course Catalogs

Our new digital [elementary](#), [middle school](#), and [high school](#) course catalogs include details about each course, including course descriptions, materials required, portability, digital first options, and more!

2021–2022

Elementary School Course List

Elementary courses are available on the Online School (OLS) platform only.



Please see our [Elementary School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit:

[K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).

PRE-K

Embark Online **NEW**

KINDERGARTEN

Art K

English Language Arts Blue

Fitness and Health K **NEW**

History K

Introduction to Online Learning 

Math+ Blue

Science K

Social Studies K (Supplement)

Spotlight on Music K **+**


FIRST GRADE

Art 1

English Language Arts Green

Fitness and Health 1 **NEW**

History 1

Introduction to Online Learning 

Math+ Green

Science 1

Social Studies 1 (Supplement)

Spotlight on Music 1 **+**

SECOND GRADE

Art 2

English Language Arts 2 **NEW**

Fitness and Health 2 **NEW**

Introduction to Online Learning 

Math 2 **NEW**

Science 2

Social Studies 2 **NEW**

Spotlight on Music 2 **+**

THIRD GRADE

Art 3

English Language Arts 3

Introduction to Online Learning 

Math 3

Physical Education 3

Science 3

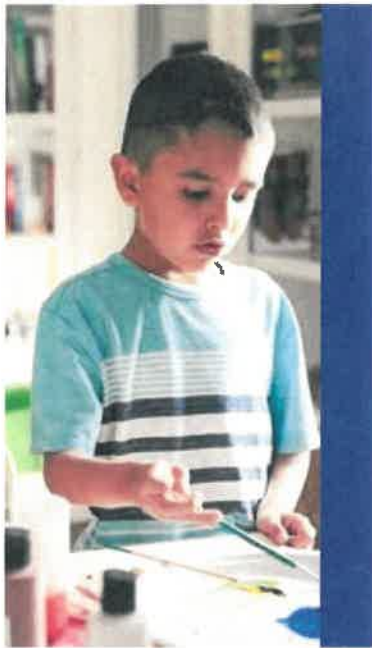
Social Studies 3 **NEW**

Spotlight on Music 3 **+**

2021–2022

Elementary School Course List

Elementary courses are available on the Online School (OLS) platform only.



Please see our [Elementary School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit:

[K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).

FOURTH GRADE

American Studies 4 **NEW**

Art 4

English Language Arts 4

Introduction to Online Learning **0.5**

Math 4

Physical Education 4

Science 4

Spotlight on Music 4 **+**

FIFTH GRADE

Early American Art

Early American History

English Language Arts 5

Introduction to Online Learning **0.5**

Math 5

Physical Education 5

Science 5

Spotlight on Music 5 **+**

2021-2022

Middle School Course List



Please see our [Middle School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: K12.com/LearningSolutionsMaterials.

ENGLISH/LANGUAGE ARTS

Language Arts 6

Language Arts 7

Language Arts 8

MATH

Math 6

Math 7

Math 8

Pre-Algebra **NEW**

HISTORY AND SOCIAL SCIENCES

American History Before 1865

American History Since 1865

Intermediate Civics and Economics

Intermediate Global Studies

World History I

World History II

SCIENCE

Earth Science

Life Science

Physical Science

WORLD LANGUAGES

Chinese I

Chinese II

French I

French II

German I

German II

Latin I

Latin II

Spanish I

Spanish II

Middle School Course List



Please see our [Middle School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: K12.com/LearningSolutionsMaterials.

ELECTIVES

- Computer Literacy 0.5
- Health 7 0.5 OLS only NEW
- Health 7 PEAK only
- Health 8 0.5 OLS only NEW
- Health 8 PEAK only
- Intermediate American Art I
- Intermediate American Art II
- Intermediate World Art I
- Intermediate World Art II
- Introduction to the Internet 0.5 + OLS only NEW
- Journalism 0.5 +
- Middle School Career Explorations 1 0.5 +
- Middle School Career Explorations 2 0.5 +
- Middle School Game Design 1 0.5 + NEW
- Middle School Game Design 2 0.5 + NEW
- Photography 0.5 +

ELECTIVES (continued)

- Physical Education 6 PEAK only
- Physical Education 7 PEAK only
- Physical Education 8 PEAK only
- Physical Fitness 6 0.5 OLS only NEW
- Physical Fitness 7 0.5 OLS only NEW
- Physical Fitness 8 0.5 OLS only NEW
- Spotlight on Music 6 + OLS only
- Spotlight on Music 7 + OLS only
- Spotlight on Music 8 + OLS only
- Web Design 0.5 + OLS only NEW
- World of Computing 0.5 + OLS only NEW

Courses marked 0.5 are 0.5 credit; all other courses are 1.0 credit

Courses marked + are Premier Courses available at an additional cost.

Courses are available on both PEAK and Online School (OLS) platforms unless noted.

Course lists are subject to change.

2021–2022

High School Course List



Please see our [High School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: K12.com/LearningSolutionsMaterials.

ENGLISH/LANGUAGE ARTS

American Literature
American Literature Honors
AP® English Language and Composition +
AP® English Literature and Composition +
British and World Literature
British and World Literature Honors
Creative Writing
English 9
English 9 Honors
English 10
English 10 Honors
English Foundations I
English Foundations II
Grammar and Composition
Journalism 🇺🇸
Public Speaking 🇺🇸

MATH

Algebra 1
Algebra 1 Bridge
Algebra 1 Honors
Algebra 2
Algebra 2 Bridge
Algebra 2 Honors
AP® Calculus AB + OLS Only
AP® Statistics + OLS Only
Calculus
Consumer Math
Continuing Algebra
Developmental Algebra
Geometry
Geometry Bridge
Geometry Honors
Integrated Math
Integrated Math I
Integrated Math II
Integrated Math III
Math Foundations I
Math Foundations II
Practical Math
Pre-Algebra
Pre-Calculus and Trigonometry
Probability and Statistics 🇺🇸

2021-2022

High School Course List



Please see our [High School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: K12.com/LearningSolutionsMaterials.

SCIENCE

- AP[®] Biology +
- AP[®] Chemistry + OLS Only
- AP[®] Environmental Science +
- Biology
- Biology Honors
- Chemistry
- Chemistry Honors
- Earth Science
- Earth Science Honors
- Environmental Science ●
- Forensic Science ●
- Physical Science
- Physics
- Physics Honors

HISTORY and SOCIAL SCIENCES

- Anthropology ●
- AP[®] Macroeconomics ● +
- AP[®] Microeconomics ● +
- AP[®] Psychology ● +
- AP[®] U.S. Government and Politics ● +
- AP[®] U.S. History + OLS Only
- AP[®] World History +
- Civics ●
- Contemporary World Issues
- Economics ●
- Geography
- Modern U.S. History
- Modern U.S. History Honors
- Modern World Studies
- Modern World Studies Honors
- Psychology ●
- U.S. and Global Economics ●
- U.S. Government and Politics ●
- U.S. History
- U.S. History Honors
- World History
- World History Honors

Courses marked ● are 0.5 credit; all other courses are 1.0 credit.

Courses marked + are Premier Courses available at an additional cost.

Courses are available on both PEAK and Online School (OLS) platforms unless noted.

AP[®] is a registered trademark of the College Board.

Course lists are subject to change.

2021–2022 High School Course List



WORLD LANGUAGES

- American Sign Language +
- AP® French Language and Culture
- AP® Spanish Language and Culture
- Chinese I (Competency)
- Chinese I (Fluency) **PEAK Only**
- Chinese II (Competency)
- Chinese II (Fluency) **PEAK Only**
- French I (Competency)
- French I (Fluency) **PEAK Only**
- French II (Competency)
- French II (Fluency) **PEAK Only**
- French III (Competency)
- German I (Competency)
- German II (Competency)
- Latin I (Competency)
- Latin II (Competency)
- Spanish I (Competency)
- Spanish I (Fluency) **PEAK Only**
- Spanish II (Competency)
- Spanish II (Fluency) **PEAK Only**
- Spanish III (Competency)

Please see our **High School Digital Course Catalog** for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).

High School Course List



Please see our [High School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).

ELECTIVES

- 3D Modeling 0.5 +
- A+ Computer Management I with Certification Prep 0.5 +
- A+ Computer Management II with Certification Prep 0.5 +
- Accounting 1 0.5
- Accounting 2 0.5
- Achieving Your Career and College Goals 0.5
- Administrative Professional 0.5 +
- Adobe Dreamweaver® with Adobe Certification Preparation 0.5 +
- Adobe Illustrator® with Adobe Certification Preparation 0.5 +
- Adobe InDesign® with Adobe Certification Preparation 0.5 +
- Adobe Photoshop® with Adobe Certification Preparation 0.5 +
- Advertising and Sales Promotion 0.5 +
- Agricultural Mechanics 1 0.5 +
- Agricultural Mechanics 2 0.5 +
- Agricultural Mechanics 3 0.5 +
- Agriculture Explorations 0.5 + NEW
- Agriscience II 0.5 +
- Anatomy and Physiology A 0.5 +
- Anatomy and Physiology B 0.5 +
- Animation 1 0.5 +
- Animation 2 0.5 +

ELECTIVES (continued)

- AP® Art History +
- AP® Computer Science A + OLS only NEW
- AP® Computer Principles + OLS only NEW
- Archaeology 0.5 +
- Art Appreciation 0.5
- Art in World Cultures 0.5 +
- Astronomy 1 0.5 +
- Astronomy 2 0.5 + NEW
- Biotechnology: Unlocking Nature's Secrets 0.5 + NEW
- Business and IT Explorations 0.5
- Business and Marketing Explorations 0.5
- Business Communications 0.5 +
- Business Information Management I +
- C++ Programming 0.5 +
- Careers in Criminal Justice 0.5 +
- Computer Literacy 0.5
- Consumer Behavior 0.5 +
- Criminology 0.5 +
- Culinary Arts 1 0.5 +
- Culinary Arts 2 0.5 +
- Dental Assistant 1 0.5 +
- Dental Assistant 2 0.5 +
- Dental Assistant 3 0.5 +

High School Course List



Please see our [High School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: K12.com/LearningSolutionsMaterials.

ELECTIVES (continued)

- Digital Arts 1 0.5
- Digital Arts 2 0.5
- Digital Media:
Producing for the Web 0.5 + NEW
- Digital Photography 1 0.5 +
- Digital Photography 2 0.5 +
- Early Childhood Education 1 0.5 +
- Early Childhood Education 2 0.5 +
- Engineering Drawing and Design 1 0.5 +
- Engineering Drawing and Design 2 0.5 +
- Engineering Explorations 0.5 +
- Engineering Fundamentals 1 0.5 +
- Engineering Fundamentals 2 0.5 +
- Entrepreneurship 1 0.5
- Entrepreneurship 2 0.5
- Essentials of Health Information Management 0.5 +
- Fashion Design 0.5 + NEW
- Fine Art
- Food Production I 0.5 +
- Food Production II 0.5 +
- Game Design 1 0.5 +
- Game Design 2 0.5 +
- Gothic Literature 0.5 +

ELECTIVES (continued)

- Green Design and Technology 0.5
- Health Science I 0.5 +
- Health Science II 0.5 +
- Hospitality & Tourism 1 0.5 +
- HTML5 and CSS3 Programming 0.5 +
Now on PEAK & OLS
- Image Design and Editing 0.5
- Interior Design 0.5 + NEW
- International Business 0.5 +
- Introduction to Agriscience 0.5 +
- Introduction to Biotechnology 0.5 + NEW
- Introduction to Computer Science 0.5 +
- Introduction to Digital Media 0.5 + NEW
- Introduction to Forestry & Natural Resources 0.5 +
- Introduction to Journalism 1 0.5 + NEW
- Introduction to Mechanical Engineering 0.5 +
- Introduction to Military Careers 0.5 + NEW
- Introduction to Restaurant Management 0.5 +
- Introduction to Robotics 1 0.5 + NEW
- Introduction to Teaching 0.5 +
- Introductory Finance 0.5 NEW
- IT and Manufacturing Explorations 0.5
- IT Explorations 0.5

Courses marked 0.5 are 0.5 credit; all other courses are 1.0 credit.
 Courses marked + are Premier Courses available at an additional cost.
 Courses are available on both PEAK and Online School (OLS) platforms unless noted.
 AP® is a registered trademark of the College Board.
 Course lists are subject to change.

High School Course List



Please see our [High School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: [K12.com/LearningSolutionsMaterials](https://k12.com/LearningSolutionsMaterials).

ELECTIVES (continued)

- Java Programming 1 + Now on PEAK & OLS
- Java Programming 2 + Now on PEAK & OLS
- Journalism: Investigating the Truth 2 + NEW
- Law and Order +
- Life Skills
- Livestock and Poultry Production 1 +
- Livestock and Poultry Production 2 +
- Livestock and Poultry Production 3 +
- Management: Insight & Oversight + NEW
- Marketing 1
- Marketing 2
- Medical Assistant 1 +
- Medical Assistant 2 +
- Medical Assistant 3 with Certified Medical Assistant Certification Preparation +
- Medical Coding 1 +
- Medical Coding 2 +
- Medical Terminology 1
- Medical Terminology 2
- Mobile Apps + OLS only NEW
- Microsoft Access® with Certification Preparation 2016 +
- Microsoft Excel® with Certification Preparation 2016 +
- Microsoft PowerPoint® with Certification Preparation 2016 +

ELECTIVES (continued)

- Microsoft Word® with Certification Preparation 2016 +
- Music Appreciation
- Mythology and Folklore +
- Network+ Guide to Networks 1 +
- Network+ Guide to Networks 2 with Network+ Certification Preparation +
- Nutrition and Wellness
- Personal Finance
- Personal Financial Literacy +
- Personal Fitness I
- Personal Fitness II
- Personal Health
- Pharmacy Technician 1 +
- Pharmacy Technician 2 +
- Pharmacy Technician 3 with Pharmacy Technician Certification Preparation +
- Physical Education
- Principles of Agriculture, Food and Natural Resources +
- Principles of Business 1 +
- Principles of Business 2 +
- Principles of Public Service: To Serve and Protect +
- Programming Logic and Design +

Courses marked are 0.5 credit; all other courses are 1.0 credit.

Courses marked + are Premier Courses available at an additional cost.

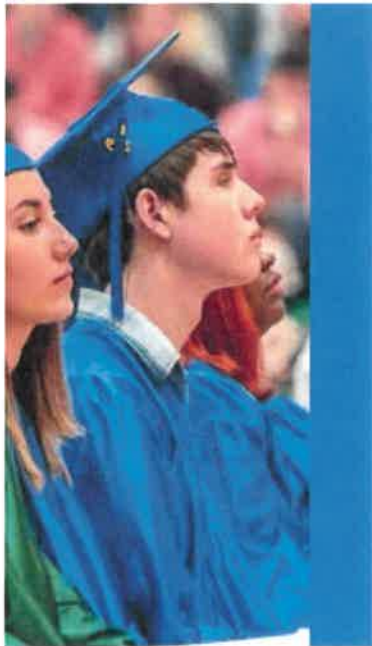
Courses are available on both PEAK and Online School (OLS) platforms unless noted.

AP[®] is a registered trademark of the College Board.

Course lists are subject to change.

2021–2022

High School Course List



Please see our [High School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: K12.com/LearningSolutionsMaterials.

ELECTIVES (continued)

Python Programming 1 0.5+
Now on PEAK & OLS

Python Programming 2 0.5+ OLS only NEW

Reaching Your Academic Potential 0.5

Security+ 1 0.5+

Security+ 2 with Security+ Certification
Preparation 0.5+

Skills for Health 0.5

Sociology I 0.5+

Sociology II 0.5+

Sports and Entertainment Marketing 0.5+

Sports Medicine: Introduction 0.5+ NEW

Understanding Child Development 0.5+

Veterinary Science 0.5+

Virtual Reality 0.5+ OLS only NEW

Web Design 0.5 PEAK only

Web Design 1 0.5+ OLS only NEW

Web Design 2 0.5+ OLS only NEW

Wildlife and Natural Resource Management 1 0.5+

Wildlife and Natural Resource Management 2 0.5+

2021–2022

High School Course List



Please see our [High School Digital Course Catalog](#) for details about each course, including course descriptions, materials required, portability, digital first options, and more! For a complete list of the materials needed for each course, visit: K12.com/LearningSolutionsMaterials.

Credit Recovery ENGLISH

American Literature
British and World Literature
English 9
English 10

Credit Recovery MATH

Algebra 1
Algebra 2
Geometry
Integrated Math I
Integrated Math II
Integrated Math III

Credit Recovery SCIENCE

Biology
Chemistry
Earth Science
Physical Science

Credit Recovery HISTORY and SOCIAL SCIENCES

Geography
Modern U.S. History
Modern World Studies
U.S. and Global Economics ◐
U.S. Government and Politics ◐
U.S. History
World History

Credit Recovery WORLD LANGUAGES

Spanish I

Credit Recovery ELECTIVES

Health ◐
Physical Education ◐

Letter of Services Agreement Technical Professional Services

This Services Agreement is hereby made on May 10th, 2021 Duluth Public Schools ISD 709 (“ISD 709”) located at 215 N. 1st Avenue East, Duluth, MN 55802 and Marnita’s Table, Inc. (“MTI”), a Minnesota nonprofit tax exempt 501(c)(3) organization located at 1330 Lagoon Avenue, 4th Floor, Minneapolis MN 55408.

WHEREAS, collaborate with ISD 709 to unleash Intentional Social Interactions (“IZI”) an unbiased, transparent and authentic community-centered engagement process in order to ensure that constituents across difference feel heard, welcomed, included and accepted where they learn, live and play as they share their views, experiences and recommendations on ISD SROs. Through IZI, participants will authentically engage in order to learn with, about and from their neighbors, classmates and colleagues on their view

WHEREAS, ISD 709 desire to retain MTI for consultancy services, as described herein (“Services”) for its services; and

WHEREAS, MTI desires to be retained to provide such Services.

Term

MTI shall provide services to ISD 709 pursuant to this Agreement for a term beginning on May 01, 2021 and ending on July 31, 2021 (the “Agreement Term”), unless terminated earlier as set forth in this Agreement or as extended under a subsequent agreement.

Background | Purpose

MTI agrees bring its social capital expertise, existing relationships, and proprietary model of digital Intentional Social Interaction (“dIZI”), including its staff resources, as a full-service consultancy to ISD 709. We will conduct a transparent and unbiased community engagement process during May to Mid-June to uncover SRO effectiveness for this effort as follows:

- Engage a diverse pool of participants, including: ISD 709 Students, Staff, Families, Community Organizations, Unions, Administrators & Local Tribes, in unbiased peer-to-peer focused conversations;
- Collect and analyze quantitative and qualitative community feedback during the focused conversations to inform ISD 709 planning and decision-making processes related to School Resource Officers and School Safety processes;
- Catalyze and stimulate local Duluth community members across difference to connect, collaborate, and share stories about their recommendations and perspectives on what will make their school community safer and more inclusive for all;
- Deliver all event, research and goals-tracking reportage and the final project debrief report at the project’s conclusion.

Project Objective | Scope of Work

Marnita's Table will undertake, on behalf of and collaboratively with ISD 709, community engagement. MTI will collaborate with ISD 709 to unleash a first phase pilot designed to demonstrate Intentional Social Interactions ("IZI") a transparent and authentic community-centered engagement process in order to ensure that constituents across difference feel heard, welcome, included and accepted where they learn, live and play. Through IZI, participants will authentically engage in order to learn with, about and from their neighbors, classmates and colleagues.

Working with your team collaboratively during the Pilot we will:

- Deliver a transparent engagement process to hear the experiences and recommendations of students, staff and community members related to School Resource Officers and school safety.
- Engage a diverse group of Students, Staff, Families, Community Organizations, Unions, Administrators & Local Tribes.
- Collect and analyze community feedback during the focused conversations to inform ISD 709 planning and decision-making processes related to School Resource Officers;
- Provide recommendations directly from the voices of the community.

Deliverables

- Project Management
- Design, delivery and measure of unbiased community engagement process (focused conversations)
- Coordination of 2-5 (IZI) events before, during and after the convening (events may include student or staff lunches, afterschool events, or evening community events based on the needs/availability of community participants)
- Present findings, community-based recommendations on SROs and school safety
- 360 analysis project report (research and evaluation reports, as well as all raw feedback)

Preliminary Measurable Indicators of Success

- 80% had a chance to share their perspective of School Resource Officers
- 80% learned something new about the role of SROs
- 50% say that they'd like to invite someone
- 80% of participants say that they met or conversed with someone across self-identity
- Collaboratively sourced resource and asset guide.
- 80% learned something new/expanded their knowledge/updated their toolkit and plan to practice what they learned.

Term of Agreement

The period within which Services are to be rendered under this Agreement have commenced on May 1st, 2021 and shall terminate after achievement of the above scope of work and assessment meetings or by end of July 2021. Any additional work identified will be the subject of an additional contract.

Compensation

\$30,000 for services outlined above.

Payment Schedule/Invoices

\$30,000 for 10 weeks of services including project management and delivery of engagement services. Project analysis and 360 project report will be completed by the end of July 2021.

First payment of \$15,000 is invoiced by May 15th and payable by May 30th;
Second payment of \$15,000 is invoiced by June 15th and payable by June 30th; [LG1]

Marnita's Table will invoice by the 15th of the month before the payment is due. Within fifteen (15) days of receipt of a proper and timely invoice, ISD 709 shall pay MTI for those amounts set forth within said invoice, unless the Services are terminated sooner as set forth below.

Relationship of Parties and Non-Exclusivity and Assignment.

MTI is a Minnesota nonprofit corporation and will not be treated as an employee with respect to the Services provided herein for Federal tax purposes and for any other tax or withholding purposes. ISD 709 will not withhold State or Federal income tax, Federal or State industrial accident contributions, Social Security or Medicare from MTI's compensation or pay such taxes on MTI's behalf. In addition, ISD 709 will not make State or Federal unemployment contributions on MTI's behalf. MTI will pay all applicable taxes related to the performance of Services under this Agreement. Further, MTI will reimburse ISD 709 if they are required to pay such taxes or unemployment contributions. This Agreement is not intended to create an employer/employee relationship, joint venture, partnership or similar relationship between the parties, nor shall it be construed as such. Neither party shall have, or exercise any control or discretion over the methods by which the other party provides Services contemplated by this Agreement unless specifically provided for herein. No agent, employee or representative of either party shall be construed or deemed an agent, employee or representative of the other.

This Agreement shall not be deemed to create an exclusive relationship between ISD 709 and MTI. ISD 709 are entitled to use other parties to perform the type of services covered by this Agreement.

Additional Projects/Scope Expansion

Any additional services/projects mutually agreed upon that are outside the scope of the work identified in this Agreement will be performed only upon further written agreement between MTI and ISD 709 or related partners.

Sub-Contractors

Contractor has permission to use sub-contractors without prior permission from client to organize and convene IZI under this contract.

Expenses

Except as otherwise expressly authorized by ISD 709, MTI shall be responsible for costs of meals and other incidental expenses incurred in the performance of this Agreement.

Termination

Either party may terminate this Agreement as set forth below. Should MTI choose to terminate the Agreement, MTI will continue to the extent necessary to transfer the project in a smooth a manner as possible, billing for actual costs.

Upon termination ISD 709 will compensate MTI for Services actually provided through the effective date of termination. In addition, if ISD 709 cancels a convening for any reason fewer than 15 days before its announced scheduled date, ISD 709 will still pay MTI the payment as scheduled in the "Payment/Schedule Invoices" section above. In the event of cancellation by either ISD 709 or MTI due to unforeseen circumstance or emergency, MTI and ISD 709 will make every reasonable effort to reschedule the convening and fulfill the terms of this Agreement.

- (a) Termination for Cause: ISD 709 may terminate this Agreement for cause if MTI fails to meet MTI's Obligations or fails to meet any other duties under this Agreement. MTI may terminate this Agreement for cause if ISD 709 do not fulfill its material obligations under this Agreement or if ISD 709 materially interferes with MTI's discretion to utilize MTI Social Capital in the way MTI deems fit for the purpose of achieving the Set Objective.
- (b) Termination for Unforeseen Emergency Circumstance: Either ISD 709 or MTI may terminate the Agreement due to unforeseen emergency circumstance such as an act of war, an act of God, debilitating illness, or death which prevents either party from performing its obligations under this Agreement, and in such circumstance MTI and ISD 709 will make commercially reasonable efforts to reschedule the Events and fulfill the terms of this Agreement.
- (c) Termination for Convenience: ISD 709 may terminate this Agreement for convenience, upon thirty (30) days' notice to MTI. Upon such termination, ISD 709 is still obligated to pay MTI for Services actually provided through the effective date of termination upon receipt of an invoice from MTI, and ISD 709 will comply with the Work Product / Intellectual Property section of this Agreement.

Upon termination or expiration of this Agreement, MTI will return to ISD 709 all property and deliverables prepared prior to the termination date and paid for by ISD 709 under this Agreement.

Work Product | Intellectual Property

Each party owns and retains exclusive ownership of any intellectual property ("IP") already existing as of the date of this Agreement, as well as any IP developed independently of this Agreement. Specifically, MTI holds all rights, title and interest to its proprietary intellectual property Intentional Social Interaction™; IDEA! Intentional Diverse Employee Action™ and Mastering the Art of Authentic Welcome™. MTI grants ISD 709, the right to use its intellectual property. ISD 709 is encouraged to practice and utilize the tools learned but are not granted the right to sell or make profit from MTI's Intellectual Property without express written consent and licensing from MTI. MTI will utilize many of its tested questions and format to elicit the maximal outcomes on behalf of ISD 709 within the time frames set forth in this Agreement.

ISD 709 and Marnita's Table are co-owners of all work, reports, information, and any other materials ("Work Products") developed or created as a result of this Agreement, and any IP in such Work Products shall be shared by ISD 709 and Marnita's Table.

MTI hereby assigns ISD 709 all documents, data, and written material that MTI makes or contributes to in the course of providing the Services under this agreement to ISD 709. ISD 709 IP specifically does not include the following tools:

IZI/ Intentional Social Interaction™; IDEA! Intentional Diverse Employee Action™ and Mastering the Art of Authentic Welcome™, or Concerted Social Action™. MTI shall cooperate in all reasonable ways with ISD 709 efforts to secure patent, trademark, copyright and similar intellectual property rights with respect to the ISD 709 IP and as may be necessary or appropriate to prosecute, maintain, defend or enforce any such intellectual property rights with respect to the ISD 709 IP. MTI hereby grants to ISD 709 a nonexclusive, perpetual, irrevocable, royalty-free, worldwide license to use and exploit any intellectual property rights owned or controlled by MTI to the extent incorporated into any of its work product for ISD 709 hereunder. ISD 709 shall cooperate in all reasonable ways with MTI's efforts to secure patent, trademark, copyright and similar intellectual property rights with respect to the MTI IP and as may be necessary or appropriate to prosecute, maintain, defend or enforce any such intellectual property rights with respect to the MTI IP. MTI hereby grants to ISD 709 a nonexclusive, perpetual, irrevocable, royalty free, worldwide license to use and exploit any intellectual property rights owned or controlled by MTI only to the extent incorporated into any of its work product for ISD 709 hereunder. ISD 709 agrees that Marnita's Table has the right to make accessible to the public directly their words, images and ideas so that they are honored as participants and holders of their own intellectual property.

Confidentiality

In the course of working with one another and the performance of duties under this Agreement, the Parties may acquire knowledge of the other Party's confidential and proprietary information. Such confidential information may include, without limitation: i) business and financial information, ii) business methods and practices, iii) technologies and technological strategies, iv) marketing strategies and v) other such information as the Parties may designate as confidential ("Confidential Information"). Each party agrees to maintain the confidentiality of the other party's Confidential Information and not to use or disclose that information except for purposes contemplated by this Agreement or as required by law. Confidential Information does not include information that is in the public domain, unless such information falls into public domain through either ISD 709 or MTI's unauthorized actions.

In addition, any information from convening participants will be held in confidence and not disclosed to any other persons or party by MTI unless authorized to do so by ISD 709, or it is published or released by ISD 709.

MTI shall comply with the following security requirements. MTI will establish and maintain administrative, technical, and physical controls that:

- (i) are reasonably designed to protect the security, confidentiality, and integrity of ISD 709's Confidential Information;
- (ii) are documented in writing;
- (iii) are appropriate to the sensitivity of the ISD 709's Confidential Information, appropriate to MTI's size and stature, and appropriate to the nature and scope of MTI's services and duties under this Agreement;

- (iv) are commercially reasonable and consistent with prevailing industry standards and best practices applicable to the type of ISD 709's Confidential Information at issue in this Agreement;
- (v) contain commercially reasonable retention and destruction practices; and
- (vi) are at least as rigorous as the controls maintained by MTI for its own information of a similar nature.

MTI represents that in 2020 MTI hired a neutral third party to perform an audit/assessment of MTI including MTI's security and financials, and that the results of the audit/assessment were favorable. MTI will provide ISD 709 with a copy of the audit/assessment results up written request.

Both ISD 709 and MTI may disclose that they are in collaboration and briefly describe the relationship in appropriate collateral materials. In keeping with the spirit of collaboration, both parties will inform the other prior to such inclusion of the other in collateral materials.

Indemnification

MTI agrees to indemnify, defend and hold harmless, ISD 709 (and its affiliates and their respective officers, directors, employees and agents) from and against any and all claims, losses, costs, obligations, liabilities, damages, actions, suits, allegations, actions, causes of action, demands, liens, encumbrances, security interests, expenses (including reasonable attorney's fees), settlements, and judgments, of whatever type or nature ("Claims"), which are asserted against, incurred by, imposed upon or suffered by ISD 709 by reason of, or arising from: (i) breach of this Agreement by MTI, including any breach of the representations and warranties; (ii) violation of any law, ordinance, rule, or regulation by MTI; (iii) infringement by MTI of any patent, copyright, trademark, trade secret or other property or contract right of any other person; and (iv) the negligence or willful misconduct of MTI. ISD 709 will provide MTI with prompt notice of any Claim which ISD 709 believes falls within the scope of this section.

Insurance

MTI shall maintain sufficient insurance coverage types and amounts to enable MTI to meet all obligations and duties under this Agreement and by law. MTI must procure and maintain the minimum insurance described below for the duration of the project. Such insurance shall be with a carrier or carriers rated A-VII or better by "A.M. Best", and primary and non-contributory and required to respond to and pay claims prior to other coverage:

- (a) Commercial General Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy will be in the "occurrence" form.
- (b) Workers' Compensation Insurance in an amount not less than the statutory limits to satisfy the state(s) where the Services are performed, or such other insurance in compliance with the laws of the state(s). In the event that MTI elects not to purchase Workers Compensation because they are not statutorily required to do so, MTI must at minimum carry an individual health insurance plan and a disability insurance policy that will provide comparable insurance protection to cover MTI's medical costs, lost wages and other benefits related to an employee injury.

- (c) Automobile Liability Insurance covering any motor vehicle, if used in conjunction with the Services, with a combined single limit of not less than three hundred thousand dollars (\$300,000) per occurrence. This insurance requirement is waived if the only use of motor vehicles is for general commuting to and from the worksite.
- (d) Errors and Omissions Coverage covering actual or alleged acts, errors or omissions committed by MTI, its agents, subcontractor, or employees, in the rendering or failure to render Services in the performance of this Agreement. MTI will maintain a minimum limit of three million dollars (\$3,000,000) per loss for all coverages, and any combination of policies may be used to satisfy the coverage requirements. Such insurance shall not exclude coverage for network risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradation, downtime, etc.), failure to protect confidential information from disclosure, media liability, personal injury and infringement of intellectual property, including copyrights and trademarks. Throughout the Term of this Agreement, any retroactive date within the policy(ies) must coincide with or precede MTI's initial services under this Agreement, and MTI must continue the required insurance for 3 years following any Termination of this Agreement, either through maintenance of ongoing coverage or under an extended reporting period.]

MTI will supply ISD 709 with a Certificate of Insurance with respect to each of the foregoing policies upon written request.

Waiver of Liens

If permitted by law, MTI hereby waives and relinquishes any and all materialman's, mechanics, workman's and other liens, statutory or otherwise, upon the property of ISD 709.

Disclosure

Marnita's Table is mission driven. We use our reputation to ensure that there is a vibrant and inclusive cross-section of individuals adding their voices and concerns to any convening. Marnita's Table will not under any circumstances censor or withhold community feedback at the request of ISD 709 or their assigns. Any incidents of discrimination, abuse and other harm disclosed by participants during the community engagement processes will be transparently included in all reports and recommendations presented to ISD 709 by MTI. If ISD 709 attempts to cover up any research findings MTI reserves the right to seek and support just and appropriate actions.

Duration

There are strategic reasons for the timeline we've developed to work with your organization. All work must end by the end date of the project specified herein. If ISD 709 ka do not complete the number of events in the timeline laid out in this contract it may forfeit the unscheduled events, unless agreed to in writing within 60 days of end of project.

Miscellaneous Provisions

The parties agree that there will not be any alcoholic beverages served as part of the Services provided under this Agreement

This Agreement may not be assigned in whole or in part by either party. Any dispute under this

AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Kaitlyn McKechnie, 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: Beginning April 26, 2021 Kaitlyn will be preparing for and facilitating a Circle of Security group on Monday evenings for 5 weeks for child care providers. She will also visit each child care provider one time.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 26, 2021 and shall remain in effect until May 28, 2021, 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.** Beginning April 26, 2021 Kaitlyn will be preparing for and facilitating a Circle of Security group on Monday evenings for 5 weeks for child care providers. She will also visit each child care provider one time. 3 hours per Circle of Security group facilitating and 9 hours for child care provider visit/drop off of materials. For a total of 24 hours.

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 \$47.47 hourly and \$ 1140.00 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: Sharie Blevins, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3802 Rockview Court, Duluth, MN 55804.

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:

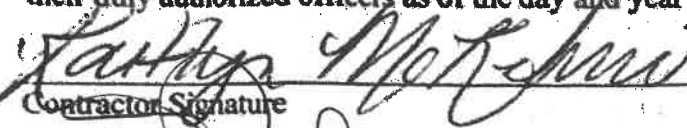
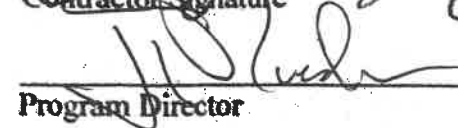
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 4/30/21

 Program Director _____ Date 5/3/21

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).

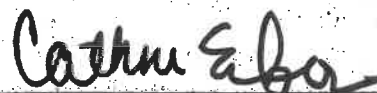
Please check the appropriate line below:

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	005	580	325	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


 CFO / Superintendent of Schools / Board Chair _____ Date 5/12/21

May 26, 2021

Amendment to "Standard Short Form Contract for Professional Services Between Landscape Architect and Client" on agreement dated 07/13/20. In addition to staff training and educational sessions, Duluth Preschool also requests the following supplemental services:

3 Owls' services during the construction of this project may include, but are not limited to:

- Project team collaboration
- Clarification of design drawings & specifications
- Construction meetings, including progress meetings, pre-installation meetings, regular site visits and field observation, with documentation
- Review of products, samples, substitutions, mock-ups, site layout, etc.
- Review of change orders
- Review of payment applications
- Review of substantial completion and final completion

3 Owls will not be responsible for continuous observations; construction means, methods, techniques, sequences and procedures; project site safety; or contractor performance.

These services will follow the same conditions as outlined in our original agreement, with a fee of \$50/hour.

These supplemental services as listed are to be completed by the end of calendar year 2021, unless further request in writing has been submitted.

 Contractor Signature

 Date

Sherry Williams

 Head Start Director

5/26/2021

 Date

Daniel J. Sporn

 Facilities Manager

5/26/2021

 Date

Arthur Elser

 CFO Duluth Public Schools

5/27/2021

 Date

04-E-005-579-503-303-000

NAVIGATE360 - ORDER FORM

Customer:	Duluth School District 215 N 1st Ave E Duluth, MN 55802 Matthew Johnson matthew.johnson@isd709.org	Proposal No:	Q-09022
		Proposal Expires:	7/31/2021
		Proposal By:	Summer Scaggs
		Email:	sscaggs@navigate360.com
		Opp Number:	129245
Term:	The 24 month term for subscription Services begins on 8/1/2021 and ends on 7/31/2023 .		
Payment:	Invoiced Annually - Net 30		

SUBSCRIPTION SERVICES

Legacy pricing from previous contract plus 3%

Item	Description	Quantity	Price
1000-1000-1000-1004	Access to all courses included within the School Safety and Wellness Suite.	8,104	\$16,479.05
1200-1	Elearning Support & Maintenance	8,104	\$2,000.00

Annual Subscription Price: **\$18,479.05**

Accurate Sales Tax will be added when applicable.

Terms and Conditions


Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

I agree to the Master Service Agreement Terms and following addenda: <https://tinyurl.com/N360MSA-20210108>

Software Services Addendum A

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.


NAVIGATE360 SIGNATORY

Name: Andrew Ross
 Date: 5.26.2021
 Signature: 

CUSTOMER BILLING INFORMATION

A/P Contact Name: Accounts Payable
 A/P Phone: 218-336-8701
 A/P Email: ap-vendor@isd709.org
 A/P Address: 215 N. 1st Ave E
Duluth, MN 55802

CUSTOMER SIGNATORY

Name: Catherine A. Erickson
 Title: CPD
 Date: 5/25/21
 Signature: 

Federal Tax ID: 41-6003776
 Purchase Order: TBD - FY 22
 Sales Tax Exempt No. 8014301

Sales Tax Exemption Certificate must be attached.

01-E-005-790.342-305-176

April 26, 2021

Blotti Contracting
Attn: John Blotti
9426 Grand Ave
Duluth, MN 55808

RE: Bid #1272 – District-Wide Snow Plowing Services - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Blotti:

Attached please find a copy of the Agreement between ISD #709 and Blotti Contracting for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 30, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided as soon as possible as your current certificate expired on **February 11, 2021**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement 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



CONTRACT

SNOW PLOWING SERVICES

BID #1272

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor: **Blotti Contracting**

Contact: John Blotti

Address: 9426 Grand Avenue, Duluth, Minnesota 55808

Phone Number: 218-727-7686

Correspondence Email Address: blotticontracting@gmail.com

Emergency Contact & Phone Number: 218-428-4208

SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Central, 800 East Central Entrance	\$460.29	\$707.35	\$973.89
Congdon Park, 3116 East Superior Street	\$153.77	\$256.29	\$410.06
East HS, 301 North 40th Avenue East	\$661.22	\$922.64	\$1,435.21
HOCHS, 215 North 1st Avenue East	\$661.22	\$820.12	\$1,025.15
Laura MacArthur, 720 North Central Avenue	\$338.30	\$563.83	\$768.86
Lincoln Park MS, 3215 West 3rd Street	\$558.71	\$820.12	\$1,230.18
Myers-Wilkins, 1027 North 8th Avenue East	\$486.95	\$922.64	\$1,230.18
Ordean East MS, 2900 East 4th Street	\$456.19	\$768.86	\$1,076.41
Piedmont, 2827 Chambersburg Avenue	\$287.04	\$420.31	\$512.58
Stowe, 715 - 101st Avenue West	\$307.55	\$584.34	\$820.12
Transportation, 3200 West Superior Street	\$276.79	\$328.05	\$461.32
TOTALS PER SNOW FALL	\$4,648.03	\$7,114.54	\$9,943.96

Total Annual Amount (16/2/1): **\$98,541.52**

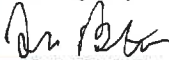
(1.5% increase over FY20 contract and 1.0% increase over FY21 contract)

Insurance Received

Acceptance of 2021/2022 Contract

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services

DocuSigned by:


69A7433639394D9...

signature

4/29/2021

date



signature

5/3/21

date

April 25, 2021

Cummins Inc.
Attn: Mark Hassel
1600 Buerkle Road
White Bear Lake, MN 55110

Re: Quote #4342-1 – District-Wide Annual Service & Maintenance of Emergency Generators - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Hassel:

Attached please find a copy of the Agreement between ISD #709 and Cummins Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 1, 2021.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement 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 Spooner, Manager of Facilities



CONTRACT**ANNUAL SERVICE AND MAINTENANCE OF
EMERGENCY GENERATORS - QUOTE #4342-1**

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor:	Cummins Inc.
Contact:	Mark Hassel
Address:	1600 Buerkle Road, White Bear Lake, Minnesota 55110
Phone:	920-445-6543 fax 920-338-6105
Correspondance Email Address	michael.obermann@cummins.com
Emergency Contact & Phone Number	Mike Obermann 920-445-6543

CALL OUT HOURLY RATE	<i>FY21 First Year</i>	<i>FY22 Second Year</i>	<i>FY23 Third Year</i>
Normal Working Hours	\$140.00	\$141.40	
After Normal Working Hours	\$180.00	\$181.80	
Holiday Working Hours	\$220.00	\$222.20	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park	\$393.73	\$397.67	
2	Denfeld HS	\$357.10	\$360.67	
3	East HS	\$394.98	\$398.93	
4	HOCHS	\$359.60	\$363.20	
5	Homecroft	\$362.45	\$366.07	
6	Lakewood	\$370.31	\$374.01	
7	Laura MacArthur	\$377.95	\$381.73	
8	Lester Park	\$408.25	\$412.33	
9	Lincoln Park MS	\$438.09	\$442.47	
10	Lowell	\$403.16	\$407.19	
11	Myers-Wilkins	\$371.63	\$375.35	
12	Ordean East MS	\$374.13	\$377.87	
13	Piedmont	\$379.20	\$382.99	
14	Rockridge	\$276.08	\$278.84	
15	Stowe	\$276.08	\$278.84	
<i>Total</i>		\$5,542.74	\$5,598.17	

(1.0% increase over FY21 contract)

Estimated Annual Amount of Quote \$5,598.17

Insurance Received <input type="checkbox"/>	DocuSigned by: Mark Hassel 9DEFB06C056A482	4/30/2021
Acceptance of 2021/2022 Contract	<i>signature</i>	<i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	<i>signature</i>	5/2/21 <i>date</i>



PERSONAL PROPERTY AUCTION CONTRACT



Agreement for Sale of Personal and Chattel Property by Auction

Agreement made this 10 day of MAY, 2021 between

ISD 709
of _____, hereafter called Seller,
and NORDIC AUCTION CO., Inc. hereafter called Auctioneers.

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

The seller hereby agrees to turn over and deliver to the auctioneers, to be sold at public auction the items listed below and on the reverse side and attached sheets. No item shall be sold or withdrawn from the sale prior to the auction except by mutual agreement between seller and auctioneer. If item is sold or withdrawn, auctioneer shall receive full commission on the item. If auction is cancelled by seller, all advertising expense and cost of cancelled ads plus any other incurred expenses will be paid to Nordic Auction Co., Inc.

The auction is to be held at (26th) 330 GARFIELD AV. Duluth, MN.

on the 10th day of JUNE, 2021. And in case of postponement because of inclement weather, said auction will take place on later date agreeable to both parties. It is mutually agreed that all said goods be sold to the highest bidder, with the exception of items specified by seller in writing to be protected. Auctioneer shall receive full commission on any item withdrawn from sale or transferred or sold within 60 days after the auction. It is further mutually agreed that the auctioneers may deduct their fee at set rate below from the gross sales receipts, resulting from said auction sale. The auctioneers agree to turn net proceeds from sale over to seller immediately following auction, along with sale records and receipts. The seller agrees that all expenses incurred for the advertisement, promotion, and of conducting said auction shall be first paid from the proceeds realized from said auction before the payment and satisfaction of any liens or encumbrances.

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

Item	Mortgage or Lien Holder	Address	Approximate Unpaid Balance
		<u>NONE</u>	

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

Seller agrees to pay all sale expenses including:

Auctioneer's Fee 20%

Clerk's Fee —

Cashier's Fee —

Other Personnel —

Advertising Actual

Other —

(x) [Signature]
(Auctioneer's Signature)

(x) [Signature]
(Seller's Signature) (Telephone)



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

April 14, 2021

Stretar Masonry & Concrete Company, Inc.
Attn: David Greske
5719 Roosevelt Street
Duluth, MN 55807

Re: Bid #1285 – District-Wide Annual Bricklayer Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Greske:

Attached please find a copy of the Agreement between ISD #709 and Stretar Masonry & Concrete Company, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 21, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **October 1, 2021.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement 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 Spooner, Manager of Facilities



CONTRACT

BRICKLAYER LABOR

Bid #1285

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor:	Stretar Masonry & Concrete Company, Inc.		
Contact:	David Greske		
Address:	5719 Roosevelt Street, Duluth, Minnesota 55807		
Phone:	218-624-4824	fax	218-624-4825
Correspondence Email Address	stretar@stretarmasonry.com		
Emergency Contact & Phone Number	William Kero 218-624-4824		

REGULAR HOURLY RATE	FY21 <i>First Year</i>	FY22 Second Year	FY23 <i>Third Year</i>
FOREMAN	\$94.40	\$95.34	
JOURNEYMAN	\$88.55	\$89.44	
APPRENTICE	\$81.25	\$82.06	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

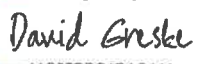

OVERTIME HOURLY RATE

FOREMAN	\$122.00	\$123.22	
JOURNEYMAN	\$113.00	\$114.13	
APPRENTICE	\$104.50	\$105.55	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(1.0% increase over FY21 contract)

Estimated Annual Amount of Bid **\$53,368.40**

Insurance Received: <input type="checkbox"/>		
Acceptance of 2021/2022 Contract:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>11C07DBC1DAG441...</small> </div>	5/6/2021
	<i>signature</i>	<i>date</i>
ISD 709, Cathy Erickson:		5/12/21
CFO/Executive Director of Business Services	<i>signature</i>	<i>date</i>

April 25, 2021

Thyssenkrupp Elevator
Attn: Melvin Smith
4511 West First Street, Suite 2
Duluth, MN 55807

Re: Bid #1286 – District-Wide Annual Elevator Service - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Paumen:

Attached please find a copy of the Agreement between ISD #709 and Thyssenkrupp Elevator for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **October 1, 2022.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement 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 Spooner, Manager of Facilities

CONTRACT

ELEVATOR SERVICE - Bid #1286

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor:	Thyssenkrupp Elevator		
Contact:	Eric Paumen		
Address:	4511 West First Street, Suite 2, Duluth, Minnesota 55807		
Phone:	612-244-9858		
Correspondance Email Address	eric.paumen@thyssenkrupp.com		
Emergency Contact & Phone Number	Central Region Dispatch	800-759-3538	

REGULAR HOURLY RATE	FY21 <i>First Year</i>	FY22 <i>Second Year</i>	FY23 <i>Third Year</i>
Mechanic in Charge	\$197.00	\$198.97	
Mechanic	\$175.00	\$176.75	
Apprentice 4th Year	\$140.00	\$141.40	
Apprentice 3rd Year	\$122.50	\$123.73	
Apprentice 2nd Year	\$113.80	\$114.94	
Apprentice 1st Year	\$96.30	\$97.26	
Probation Apprentice	\$87.50	\$88.38	
Helper	\$122.50	\$123.73	

OVERTIME HOURLY RATE	FY21 <i>First Year</i>	FY22 <i>Second Year</i>	FY23 <i>Third Year</i>
Mechanic in Charge	\$335.00	\$338.35	
Mechanic	\$597.50	\$603.48	
Apprentice 4th Year	\$238.00	\$240.38	
Apprentice 3rd Year	\$208.25	\$210.33	
Apprentice 2nd Year	\$193.00	\$194.93	
Apprentice 1st Year	\$164.00	\$165.64	
Probation Apprentice	\$148.75	\$150.24	
Helper	\$208.25	\$210.33	

HOLIDAY HOURLY RATE	FY21 <i>First Year</i>	FY22 <i>Second Year</i>	FY23 <i>Third Year</i>
Mechanic in Charge	\$394.00	\$397.94	
Mechanic	\$350.00	\$353.50	
Apprentice 4th Year	\$280.00	\$282.80	
Apprentice 3rd Year	\$245.00	\$247.45	
Apprentice 2nd Year	\$228.00	\$230.28	
Apprentice 1st Year	\$193.00	\$194.93	
Probation Apprentice	\$175.00	\$176.75	
Helper	\$245.00	\$247.45	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

SERVICE COST PER BUILDING

1	Congdon Park ES	\$900.00	\$909.00	
2	Congdon Park ES Lift	\$900.00	\$909.00	
3	Denfeld HS	\$900.00	\$909.00	
4	Denfeld HS	\$900.00	\$909.00	
5	East HS	\$900.00	\$909.00	
6	HOCHS	\$900.00	\$909.00	
7	Homecroft ES	\$900.00	\$909.00	
8	Laura MacArthur ES	\$900.00	\$909.00	
8a	Laura MacArthur ES	\$900.00	\$909.00	
9	Lester Park ES	\$900.00	\$909.00	
10	Lincoln Park MS	\$900.00	\$909.00	
12	Myer-Wilkins ES	\$900.00	\$909.00	
15	Ordean East MS - South	\$900.00	\$909.00	
16	Ordean East MS - North	\$900.00	\$909.00	
17	Piedmont ES	\$900.00	\$909.00	

Total Amount \$13,500.00 **\$13,635.00**

(1.0% increase over FY21 contract)

Estimated Annual Amount Bid \$46,290.52

Insurance Received	<input type="checkbox"/>	DocuSigned by:	
Acceptance of 2021/2022 Contract		Melvin Smith <small>71E718DDA60DMS</small>	5/19/2021
		<i>Cathy Erickson</i> <small>signature</small>	5/19/21 <small>date</small>
ISD 709, Cathy Erickson		<i>Cathy Erickson</i> <small>signature</small>	5/19/21 <small>date</small>
CFO/Executive Director of Business Services			

Memorandum

To: Cathy Erickson
CFO, Executive Director of Business Services
Dave Spooner
Manager of Facilities Management

From: Matt Johnson
Health, Safety & Environmental Coordinator

Date: May 20, 2021

Re: Recommendation for District-Wide Online SDS Database

The district has maintained all of our SDS online utilizing a database. This database is a service that we contract through Velocity EHS. The continued usage of this database is necessary to fulfill requirements related to maintaining chemical inventory records. These requirements are imposed on us by OSHA and MNOSHA.

Recommendation

After review and if you concur, please sign the attached form. The attached form is a 3-year service agreement. We will be invoiced annually for this service. This will cover our needs until 2024.

Enclosure(s)
Velocity EHS Customer Order Form



CUSTOMER ORDER FORM

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

Contract Number: RS-104971
Issued Date: 4/28/2021
Issued By: Lauren Bolnius
Offer Valid Through: 5/28/2021

Customer Information

Customer: Independent School District 709
D-U-N-S® Number: 071501092

Attn: Matthew Johnson
Address: 215 N 1ST Ave E
 Duluth, MN 55802-2058

Terms and Conditions

Related Contract: Not Applicable
Contract Start Date: 7/16/2021
Contract End Date: 7/15/2024
Initial Term: 3 Years
Coverage: 15 Location(s)

Payment Terms: Net 30
Billing Frequency: Annually, in advance
Initial Invoice Due: 7/16/2021
Annual Price Adjustment: 3.0%


Chemical Management

Subscriptions

Item	Qty	Year 1	Year 2	Year 3
HQ Account	1	\$3,499.00	\$3,604.00	\$3,712.00
Additional Management Licenses - HQ	1	\$0.00	\$0.00	\$0.00
Total		\$3,499.00	\$3,604.00	\$3,712.00

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

Independent School District 709

Signature: 
Name: Catherine A. Erickson
Title: CFO
Date: 5/25/21

VelocityEHS

Signature: 
Name: Michael Bruffey
Title: 
Date: 2021.06.01 09:23:19 -05'00'

05-E-005-865-352-305-000

(M)SDS Management Base subscription pricing includes:

- 1 annual HQ subscription(s) for the Customer and its employees included within the Coverage of this agreement.
- A Primary Account Administrator and 1 Additional Administrator(s). Additional Administrators may be purchased for 250.00 USD per Administrator.
- Unlimited MSDS database searches, views and additions to the eBinder.
- Access to eBinder and MSDSONline database search from the SDS/Chemical Management mobile application.
- Access to the MSDSONline Desktop Application, which allows administrator(s) to print SDSs, and download an electronic backup of their SDSs and basic information.
- Annual allotment of 50 MSDS Requests and 100 MSDS Uploads. Additional MSDS Requests may be purchased in bundles of fifty (50) for 200 USD; additional MSDS Uploads may be purchased in bundles of (100) for 200 USD.
- Technical & Customer Support.
- Additional Terms and Conditions apply. To learn more, click [here](#).

Fees:

All Year One (1) fees are in USD and unless otherwise noted, become due on the Contract Start Date, as noted on page one (1) of this agreement. The Contract Start Date reflects the subscription "anniversary date"; Subsequent yearly fees, determined by adding the annual price adjustment to the preceding year's recurring fees, will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Customer may at its discretion pre-pay the full term of the agreement. Sales tax associated to this Order will appear on the invoice, where applicable.

April 26, 2021

Waste Management
Attn: Joanne Gilbertson
3101 W. Superior Street
Duluth, MN 55806

RE: QUOTE #4314 – District-Wide Refuse Removal and Recycling Services - Third Year of Contract (Second of Two Renewable Years)

Dear Ms. Gilbertson:

Attached please find a copy of the Agreement between ISD #709 and Waste Management for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **January 1, 2022.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

Once fully executed a copy of the Agreement 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



CONTRACT

REFUSE REMOVAL AND RECYCLING SERVICES - Quote #4314

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2021 through June 30, 2022 (FY22)
Independent School District No. 709

Contractor:	Waste Management
Contact:	Joanne Gilbertson
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	218-624-8417 Fax: 218-624-0934
Correspondence Email Address: jjgilber6@wm.com	
Emergency Contact & Phone Number: Joanne Gilbertson 218-391-1748	

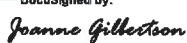
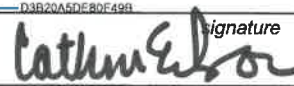
Building	container quantity	per wk/year	FY20 First Year	FY21 Second Year	FY22 Third Year
Congdon Park	1/6 yd	2/40	\$38.67	\$39.25	\$39.64
Denfeld HS	1/6 yd	2/40	\$38.67	\$39.25	\$39.64
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	\$39.64
Denfeld HS	1/8 yd	3/40	\$51.56	\$52.33	\$52.86
PS Stadium	1/6 yd	1/40	\$38.67	\$39.25	\$39.64
East HS	2/6 yd	3/40	\$38.67	\$39.25	\$39.64
Stadium	29/96 g	1/40	\$38.67	\$39.25	\$39.64
Stadium	1/6 yd	1/40	\$234.52	\$238.04	\$240.42
Facilities (STC)	1/6 yd	1/52	\$38.67	\$39.25	\$39.64
HOCHS	1/6 yd	2/52	\$38.67	\$39.25	\$39.64
Homecroft	2/6 yd	1/40	\$38.67	\$39.25	\$39.64
Lakewood	2/6 yd	1/40	\$38.67	\$39.25	\$39.64
Laura MacArthur	1/6 yd	2/40	\$38.67	\$39.25	\$39.64
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	\$39.64
Lester Park	1/6 yd	2/40	\$38.67	\$39.25	\$39.64
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	\$39.64
Lincoln Park MS	2/6 yd	3/40	\$38.67	\$39.25	\$39.64
Lowell	1/6 yd	3/40	\$38.67	\$39.25	\$39.64
Myers-Wilkins	1/6 yd	3/40	\$38.67	\$39.25	\$39.64
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	\$39.64
Ordean East MS	2/6 yd	5/40	\$38.67	\$39.25	\$39.64
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	\$39.64
Piedmont	1/6 yd	2/40	\$38.67	\$39.25	\$39.64
Summer Program	1/6 yd	2/12	\$38.67	\$39.25	\$39.64
Rockridge	1/6 yd	1/40	\$38.67	\$39.25	\$39.64
Stowe	1/6 yd	1/40	\$38.67	\$39.25	\$39.64
Summer Program	1/6 yd	1/12	\$38.67	\$39.25	\$39.64
Transportation	1/4 yd	1/52	\$25.78	\$26.17	\$26.43
Total			\$80,740.07	\$81,951.17	\$82,770.68

RECYCLING SERVICES

Cardboard per container	\$15.90	\$16.14	\$16.30
Paper per container	\$3.00	\$3.05	\$3.08
Confidential Recycling per bin	\$18.33	\$18.61	\$18.79
Total	\$13,975.00	\$14,184.62	\$14,326.47

(1.5% increase over FY20 and 1.0% increase over FY21)

Estimated Annual Amount of Quote **\$97,097.15**

Insurance Received <input type="checkbox"/>	DocuSigned by:  D3B20A5DF80E49B	5/6/2021
Acceptance of 2021/2022 Contract	 signature	date 5/12/21
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	signature	date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 20th day of May, 2021

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Terch & Associates, LLC

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Terch & Associates, LLC (the "Parties") entered into the contract (the "Contract") signed February 4, 2021, for the purpose providing investigative services.
- 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 \$10,000.00. This amendment would increase the not to exceed amount to \$20,000.00.

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

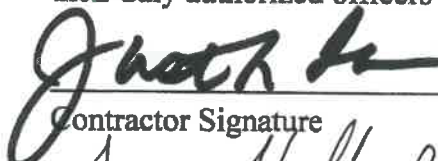
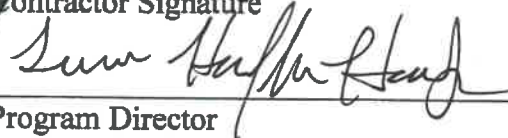
3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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 or EIN
 _____
Program Director

5/20/21
Date
5/24/21
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), (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:

XX Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	012	105	000	305	105
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

5/25/21
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Concordia Community Arts Playcare, 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 April 30, 2021 and shall remain in effect until May 28, 2021, 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 the 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 (3 days per week) following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2501 Woodland Avenue, Duluth, MN 55803.**

The approximate date the service will begin is **April 30, 2021** and shall not extend beyond **May 28, 2021**; the contract not to exceed a total of **13 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$200.00 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 Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, 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 \$200.00 monthly and \$200.00 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, 215 North 1st Avenue East, Duluth, MN 55802. 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 Concordia Community Arts Playcare, 2501 Woodland Avenue, Duluth, MN 55803.

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

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

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

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

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

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

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

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

Workers’ Compensation Insurance: Contractor must provide 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

Duluth Campus

*College in the Schools
Office of the Registrar*

*139 Darland Admin Bldg
1049 University Drive
Duluth, Minnesota 55812*

May 13, 2021

Jen Larva, Director of Curriculum and Instruction
Cathy Erickson, CFO/Executive Director of Business Services
Duluth Public Schools
215 North 1st Avenue East
Duluth, MN 55802

Dear Jen Larva and Cathy Erickson:

The Memorandum of Agreement between the University of Minnesota Duluth and Independent School District 709 for 2021-2022 is enclosed for signatures. Please review the addendum and make any necessary changes. If you agree to the memorandum, please type your name or provide an E-Signature with your approval on page 2 of the document.

Thank you for partnering with UMD's College in the Schools program. You and your dedicated teachers provide rigorous learning opportunities for your students. I appreciate your efforts to enhance the education of Minnesota students.

Sincerely,

Carla Boyd
Director, College in the Schools Program
139 Darland Administration Building
1049 University Drive
Duluth, MN 55812-3000

218-726-8795
clboyd@d.umn.edu

cc:

John Magas, Superintendent
Anthony Bonds, Assistant Superintendent
Adrian Norman, Academic Excellence Online High School Principal
Chris Vold, Academic Excellence Online High School Coordinator
Tom Tusken, Denfeld High School Principal
Danette Seboe, Duluth East High School Principal
Joan Lancour, Assistant to the Director of Curriculum and Instruction
Nichele Canavan, Assistant to the Assistant Superintendent
Melinda Thibault, Assistant to the Superintendent
Jackie Dolentz, Assistant to the CFO/Executive Director of Business Services
Jill Lofald, School Board Chair

MEMORANDUM OF AGREEMENT
between the University of Minnesota Duluth
and Independent School District 709
Term of Agreement: 2021-2022

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) and the Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified junior and senior students.

The Duluth Public Schools agrees to partner with UMD CITS for the academic year 2021-2022 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. High-potential students who do not meet the GPA or grade level requirements may be allowed to enroll in CITS classes with the permission of the CITS teacher and the high school guidance counselor. A UMD CITS Program and Registration Exception form must be submitted to UMD from the high school. The University of Minnesota CITS program director has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth.
- Adhere to UMD's enrollment limits to no more than 40 students per CITS class section except where otherwise noted that maximums may be reduced due to pedagogical best practices. Example includes college writing (UMD WRIT 1120) in which the maximum enrollment per class is 25 students.
- Provide UMD CITS program staff with a copy of the final class syllabi each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development. Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval.
- In accordance with the National Alliance of Concurrent Enrollment Partnerships (NACEP), student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.
- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and
- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified junior and senior students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program;
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation;
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists;
- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, library and tutoring resources ; and
- Share course evaluations per term, along with generalized CITS survey and research information.

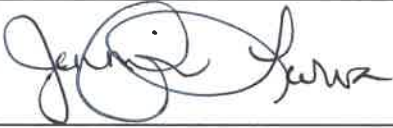

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge \$92 per student, per course based on the UMD CITS class lists printed after the UMD student course cancellation/add deadline (see Addendum A for course listing). UMD will bill ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in December.
- Spring semester and all year student enrollments are final in April and are billed in May.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public Schools may be amended and/or expanded in each succeeding year.

APPROVALS:

Title	Name	E-Signature	Date
UMD Associate Vice Chancellor for Academic Affairs	Gerald Pepper		
UMD College in the Schools Program Director	Carla L Boyd		
Duluth Public Schools Director of Curriculum & Instruction	Jen Larva		5/13/21
Duluth Public Schools CFO/Executive Director of Business Services	Cathy Erickson		5/19/21

- cc:
 John Magas, Superintendent
 Anthony Bonds, Assistant Superintendent
 Adrian Norman, Academic Excellence Online High School Principal
 Chris Vold, Academic Excellence Online High School Coordinator
 Tom Tusken, Denfeld High School Principal
 Danette Seboe, Duluth East High School Principal
 Joan Lancour, Assistant to the Director of Curriculum and Instruction
 Nichele Canavan, Assistant to the Assistant Superintendent
 Melinda Thibault, Assistant to the Superintendent

01-E-005-211-000-305-200

Addendum A
2021-2022 List of UMD CITS Courses
To Be Offered in ISD 709 Duluth Public Schools

Course Title	Course #	Credits	Maximum Class Size	CITS Teacher(s)
Calculus I*	MATH 1296	5	40	Jennifer Ahern William Garnett Peter Graves Ed Lewis Timothy White
College Writing	WRIT 1120	3	25	Stephanie Mickle Joe Schingen Stuart Sorenson
Economics and Society	ECON 1003	3	40	Richard Updegrove Gina Hollinday
Intermediate German I	GER 1201	4	40	Lynn Hinzmann Emily Lull
Intermediate German II	GER 1202	4	40	Lynn Hinzmann Emily Lull
Intermediate Spanish I	SPAN 1201	4	40	Jeanna Aldridge Kimberly Kroll Strukel
Intermediate Spanish II	SPAN 1202	4	40	Jeanna Aldridge Kimberly Kroll Strukel
Introduction to Literature	ENGL 1907	3	40	Greg Jones Maria Macioce
Introduction to Sociology	SOC 1101	4	40	Catherine Nachbar Adair Ballavance Gina Hollinday
Weight Training	PE 1616	1	40	Joseph Hietala

**All-year course*

**Dated the 26th day of April, 2021 to the
MASTER SERVICES AND PRODUCT SALES AGREEMENT
Between CDW Government LLC
and
Duluth Public Schools
("Agreement")**

Statement of Work for Standalone Google Cloud Services

This Statement of Work ("Statement of Work" or "SOW") is made and entered into on April 26, 2021 (the "SOW Effective Date") by and between the CDW Government LLC ("Seller") and Duluth Public Schools ("Customer") (each a "Party").

SERVICES DESCRIPTION

Description of Google Cloud Services

The Google cloud services made available by Seller for Customer under this Statement of Work ("Google Cloud Services") shall consist of the following:

- Google Cloud Platform

The Google Cloud Services are subject to the terms of the Addendum for Standalone Google Cloud Services attached to this SOW as Exhibit A, to which the Parties agree to be bound. Seller is not providing "Services" under this SOW at that term is defined in the Agreement.

Services Fees

The total fees for Google Cloud Services under this SOW (collectively, "Services Fees") are as follows:

- The monthly fees for the Google Cloud Services consumed by the Customer are estimated at \$500.
- Invoiced amount will be based on the Customer's actual consumption of Google Cloud Services to be invoiced monthly in arrears.

The Services Fees are exclusive of applicable taxes. Seller shall invoice Customer for the Google Cloud Services and for any applicable taxes in accordance with the Agreement. The Parties agree that there will be no travel required in connection with the Google Cloud Services. Therefore, neither travel time nor direct expenses will apply to the Google Cloud Services.

Service Specific Terms

The Google Cloud Platform Services Schedule is attached as part of the Google Cloud Master Terms, which terms are attached as Attachment 1 to the Addendum for Standalone Google Cloud Services.

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 Google Cloud Services made available by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller.

The Parties' Contact Persons shall be authorized to approve changes to the Google Cloud Services under this SOW.

Term and Termination

This SOW will be effective as of the date of Seller's signature and will be for a term of one (1) year (the "Initial Term").

This SOW will automatically renew for additional one (1) month terms (each a "Renewal Term") unless either party provides the other party with a notice of termination at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term at then current Services Fees.

Notwithstanding anything in the Agreement to the contrary, the Parties agree that they shall have the following termination rights and obligations relative to this SOW:

1. **Breach.** Seller and Customer may terminate this SOW if the other Party materially breaches any of its obligations under this SOW and such breach is not cured within thirty (30) days of breaching Party's receipt of written notice specifying the breach, or if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
2. **Convenience.** Either Party may terminate this SOW for convenience by providing sixty (60) days' written notice of such termination to the other Party.

Additional Terms, Limitations and Disclaimers

Seller may change all or any portion of the infrastructure and IT systems and tools used to provide the Google Cloud Services at any time if Seller, in its sole discretion, determines such change is necessary or desirable, but Seller agrees to perform modification(s) in a manner that does not result in any permanent, materially adverse alteration to the Google Cloud Services provided to Customer under this SOW.

Notwithstanding anything in the Agreement to the contrary, subject to the limited rights expressly granted hereunder, Seller reserves, for itself and on behalf of Google LLC and its affiliates, all rights, title and interest in and to the Google Cloud Services, including all related systems and intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

Change Orders

A change order to this SOW ("Change Order") will be of no force or effect until signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date on its cover page and then signed by Seller, except as otherwise agreed by Seller.

In the event of a conflict between the terms and conditions set forth in a fully-executed Change Order and those set forth in this SOW or a prior fully-executed Change Order, the terms and conditions of the most recent fully-executed Change Order shall prevail.

Miscellaneous and Signatures

This SOW shall be governed by the Master Services and Product Sales Agreement between CDW Government LLC and Duluth Public Schools dated April 26, 2021 (the "Agreement"). All of the terms and conditions of the Agreement are incorporated into and made a part of this SOW. Where a conflict exists between the documents comprising the SOW, the following descending order of precedence applies: (a) Addendum for Standalone Google Cloud Services, (b) Statement of Work, and (c) the Agreement. This SOW and any Change Order 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 on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

In acknowledgement that the Parties below have read and understood this SOW and agree to be bound by it, each Party has caused this SOW to be signed and transferred by its respective authorized representative.

CDW GOVERNMENT LLC

DULUTH PUBLIC SCHOOLS

By: _____
Name: _____
Title: _____
Phone: _____
E-mail: _____
Date: _____

By: Catherine Erickson
Name: Catherine A. Erickson
Title: CFO
Phone: 218.336.8704
E-mail: catherine.erickson@isd709.org
Date: 05/12/21

Mailing Address:
200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:
Street: 215 N. 1st Ave E
City/ST/ZIP: Duluth, MN 55802
Billing Contact: ap.vendor@isd709.org
Street: same
City/ST/ZIP: same

01-E-012-108-000-305-000

ADDENDUM FOR STANDALONE GOOGLE CLOUD SERVICES

This Addendum for Standalone Google Cloud Services ("Addendum") forms part of the Statement of Work 74502201 ("SOW") to the Master Services and Product Sales Agreement dated April 26, 2021 (the "Agreement") between [CDW Government, LLC] ("CDW") and Duluth Public Schools ("Customer"). The effective date of this Addendum is April 26, 2021 ("Addendum Effective Date").

1. GOOGLE CLOUD SERVICES

- 1.1. CDW and its affiliates have a reseller relationship with Google LLC and its affiliates ("Google"). As part of such arrangement, CDW is authorized to resell the Google cloud services to Customer as standalone products without any other products or services ("Google Cloud Services").
- 1.2. If required by the Agreement or SOW, Customer hereby approves of CDW's use of Google as an authorized subcontractor. Google is an independent contractor and is not to be deemed to be an employee, agent, or authorized representative, partner or joint venture of CDW.
- 1.3. By entering into this Addendum, Customer acknowledges that Customer's use of the Google Cloud Services is governed by this Addendum, the SOW and the Agreement, and not by the terms of an agreement with Google. CDW will be solely responsible for account-related activities including billing and collecting fees from Customer. Customer further acknowledges that CDW is not making any representations, warranties, or guarantees with respect to the Google Cloud Services on Google's behalf, and that CDW is not holding itself out as an agent of Google.
- 1.4. By entering into this Addendum, Customer further acknowledges that Customer's use of the Google Cloud Services is governed by the Google Cloud Master General Terms and Google Cloud Platform Services Schedule, together attached to this Addendum as Attachment 1 ("Master Terms"). Google is an express third-party beneficiary of the Master Terms. The Master Terms do not create a contract between Google and Customer but rather create a contract between CDW and Customer. CDW will have the rights and obligations of both the Reseller and Google under the Master Terms. Google will perform the Google-identified obligations as CDW's subcontractor.

2. LIMITATIONS ON USE OF GOOGLE CLOUD SERVICES

- 2.1. This Addendum authorizes Customer's use of Google Cloud Services only where Customer is the end user of the Google Cloud Services. Customer may not re-distribute the Google Cloud Services. Customer represents and warrants that Customer is buying the Google Cloud Services for Customer's own internal use and not for resale.

3. USE OF GOOGLE CLOUD SERVICES

- 3.1. Customer may access and use the Google Cloud Services in accordance with this Addendum (which includes the Master Terms), the SOW and Agreement. Customer may not use the Google Cloud Services in any manner or for any purpose other than as expressly permitted by this Addendum.
- 3.2. Google reserves the right to review Customer Materials and Customer's use of the services where Google reasonably believes any such materials or use does not comply with Google's acceptable use policy. "Customer Materials" means any and all data, including Customer personal data, that Customer or its End User (in each case either directly or at its direction) transfers to Google via the Google Cloud Services.
- 3.3. Except as provided in a SOW, Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Materials. For example, Customer is solely responsible for the technical operation of Customer Materials transferred to CDW or Google by Customer or an End User in connection with Customer's or any End User's use of the Google Cloud Services and for properly handling and processing notices sent to Customer (or any of Customer's affiliates) by any person claiming that Customer Materials violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act. Customer represents and warrants to CDW that Customer or Customer's licensors own all right, title, and interest in and to Customer Materials.
- 3.4. Customer is responsible for properly configuring and using the Google Cloud Services and taking its own steps to maintain appropriate security, protection and backup of Customer Materials, which may include the use of encryption technology to protect Customer Materials from unauthorized access and routinely archiving Customer Materials.
- 3.5. Customer is deemed to have taken any action that Customer permits, assists or facilitates any person or entity to take,

including its End Users, related to the Google Cloud Services. "End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer Materials; or (b) otherwise accesses or uses the Google Cloud Services through Customer. Customer is responsible for End Users' use of Customer Materials and the Google Cloud Services. Customer will ensure that all End Users comply with Customer's obligations under this Addendum and that the terms of Customer's agreement with each End User are consistent with this Addendum. If Customer becomes aware of any violation of its obligations under this Addendum by an End User, Customer will immediately terminate such End User's access to Customer Materials and the Google Cloud Services.

- 3.6. In connection with this Addendum, Customer will comply with all applicable laws, rules or regulations, including to the extent applicable public procurement laws, Export Laws, Anti-Bribery Laws, Non-European Data Protection Legislation and European Data Protection Legislation (as such terms are defined in the Data Processing and Security Terms), and not make any facilitation payments (i.e., payments to induce officials to perform routine functions they are otherwise obligated to perform), or otherwise by acts or omissions place the other party in violation of applicable laws in performing its obligations under this Agreement. "Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010, which prohibit corrupt offers of anything of value, either directly or indirectly, anyone including government officials to obtain or keep business or to secure any other improper commercial advantage. "Government officials" include any government employees; candidates for public office; and employees of government-owned or government-controlled companies, public international organizations, and political parties. "Export Laws" means all applicable export and re-export control laws and regulations, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

4. SUPPORT

- 4.1. CDW will provide support for the Google Cloud Services as described in the SOW. If CDW provides support directly to Customer (instead of reselling Google support to Customer), Customer will not open support cases directly with Google. If Google's assistance is required, CDW will escalate to Google as needed.

5. GOOGLE'S RIGHTS

- 5.1. Customer acknowledges that Google may do any of the following, or direct CDW to do any of the following, which will change, modify or otherwise affect the scope of the Google Cloud Services provided by CDW under this Addendum. CDW will have no liability to Customer for any such actions taken by Google or by CDW at Google's direction. CDW will use commercially reasonable efforts to notify Customer in advance if CDW knows any such actions are to be taken by Google.
- 5.1.1. Google may exercise any right expressly granted to Google (or direct CDW to take such action on its behalf) under the Master Terms.
 - 5.1.2. Google may remove a territory (e.g., state, country or region) from which the Google Cloud Services may be offered. Any such removal of a territory will remove such territory from the scope of this Addendum, as applicable.
 - 5.1.3. Google may suspend or terminate CDW's right to sell the Google Cloud Services or CDW's right to access or use the Google Cloud Services. Any such suspension or termination will suspend the provision of or remove such Google Cloud Services from the scope of this Addendum, as applicable.
 - 5.1.4. Google may suspend or terminate CDW's or Customer's ability to submit orders for new services.
 - 5.1.5. Google may be unwilling or unable to resolve technical support issues that CDW has escalated to Google.
 - 5.1.6. Google may remove or disable access to content that violates the acceptable use policy, and may require CDW's assistance in doing so.
 - 5.1.7. Google may add new features or functionality to, or remove existing features or functionality from, the Google Cloud Services. The use of new features or functionality may be contingent upon agreement to additional terms.
 - 5.1.8. Google may send direct communications to Customer related to the terms of its agreements or the operation or delivery of the Google Cloud Services, such as for (a) the continuation of Google Cloud Services without CDW

as the reseller, (b) the execution of any non-standard Customer orders, (c) purposes related to the provisioning of the product(s) to Customers' accounts, including in relation to any product updates or security incidents, (d) notifying Customer of available options to maintain continuity in product provisioning, and (e) conducting customer service and satisfaction surveys. Customer hereby consents to receive such communications.

5.1.9. Google may process usage data related to Google Cloud Services accounts.

5.2. If CDW's performance of any of its obligations relating to the Google Cloud Services is prevented, hindered or delayed due to acts or omissions of Google, then CDW's non-performance will be excused, provided that CDW uses commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means.

5.3. Customer will remain liable to CDW if Google terminates or suspends Customer's Google Cloud Services due to the acts or omissions of Customer.

6. CUSTOMER OBLIGATIONS

6.1. Customer will cooperate in good faith with CDW in CDW's investigation into any complaints concerning the Google Cloud Services and in any audit requested by Google.

6.2. Promptly after the Addendum Effective Date, Customer will provide CDW with Customer's company name, business contact information, project IDs associated with Customer's Google accounts, and the country and postal code of Customer's headquarters. Company hereby authorizes CDW to provide this information to Google.

6.3. Customer will maintain up-to-date notice addresses in order to receive notices from CDW regarding the Google Cloud Services that may affect Customer.

7. FEES AND TAXES

7.1. Customer will pay for the Google Cloud Services as described in the Agreement and SOW, except that if any taxes (for example, international withholding taxes) are required to be withheld on any payment by Customer, Customer will pay such additional amounts as are necessary so that the net amount received by CDW is equal to the amount then due and payable. CDW will provide Customer with such tax forms as are reasonably requested to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made for the Google Cloud Services. Customer will reimburse CDW for any interest charges levied by Google that are attributable to Customer's failure to pay CDW.

8. DATA PRIVACY AND SECURITY

8.1. The sections of the Agreement and SOW (to the extent applicable) governing the privacy and security of Customer's data will not apply to the Google Cloud Services and Customer Materials and will be superseded in their entirety by the terms and conditions set forth in this Section 8.

8.2. CDW will ensure that Google abides by the Data Processing and Security Terms. "Data Processing and Security Terms" means the terms at <https://cloud.google.com/terms/data-processing-terms/partner>, as may be updated by Google from time to time. Customer will obtain and maintain any required consents necessary to permit the processing of Customer Materials under this Addendum.

8.3. In lieu of any other rights Customer may have with respect to an audit of the Google Cloud Services, Customer will be entitled to the rights described in this paragraph. To the extent Google provides CDW with access to Google's third-party security audits annually (e.g., SOC 1 Type 2/ SOC 2 Type 2 reports) under the Data Processing and Security Terms, then upon request by Customer, CDW will use commercially reasonable efforts to obtain Google's permission for these audits to be shared with Customer. For the avoidance of doubt, it will not constitute a breach of CDW's obligations pursuant to this Section 8 if exceptions are identified in any SOC 1 Report or SOC 2 Report (or, in either case, its equivalent).

8.4. If CDW has actual knowledge of the unauthorized access to or acquisition of any record containing Customer Materials that is subject to applicable data breach notification law, CDW will (a) promptly notify Customer, as required by applicable law, and (b) take commercially reasonable measures to address the breach in a timely manner.

8.5. Google is a processor, and Customer is the controller of its data, as the terms "controller", "processed", "processor" and

“personal data” have the meaning given in the European Data Protection Legislation (as defined in the Data Processing and Security Terms).

9. WARRANTIES AND INDEMNITIES

- 9.1. Each party represents and warrants to the other that: (a) it will comply with all applicable laws, rules, regulations and ordinances in the performance of this Addendum, including but not limited to import, re-import, export and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control; (b) its performance hereunder does not breach any other agreement to which it is bound; (c) it has the full power and authority to enter in and perform this Addendum; and (d) the execution and delivery of this Addendum has been duly authorized. Notwithstanding the foregoing set forth in subpart (a) above, Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Google Cloud Services, including (i) any transfer and processing of Customer Materials; (ii) the provision of Customer Materials to third parties and (iii) specifying the Google region in which any of the foregoing occur.
- 9.2. CDW warrants and represents that it will use commercially reasonable efforts to ensure that (a) those portions of the Google Cloud Services that are of a type ordinarily affected by viruses do not and will not contain or transmit any computer code designed to disrupt, disable, harm or otherwise impede in any matter, including aesthetical disruptions or distortions, the operation of the Google Cloud Services or any Customer system (referred to as “viruses” or “worms”), (b) Google will implement tools and measures designed to prevent the introduction of any viruses, worms, spyware, traps, protecting codes, trap door devices or any other similar devices or mechanisms into the Google Cloud Services that would cause the Google Cloud Services to provide improper access to Customer Materials, disclose Customer Materials to unauthorized parties or damage or corrupt Customer Materials, (c) Google will not directly or through a third party copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code related to the web applications created by Customer using the Google Cloud Services, and (d) Customer’s use of open source components contained in the Software (i) will not require Customer to make available the source code for any proprietary software, and (ii) will not prohibit or limit Customer from charging a fee in connection with distributing the open source software. For any breach of this paragraph, as Customer’s sole and exclusive remedy, CDW will provide the remedies made available by Google in connection with such breach as applicable to Customer.
- 9.3. Customer will defend, indemnify, and hold harmless CDW, its affiliates and licensors (including Google), and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (a) Customer or any End User’s use of the Google Cloud Services in a manner not authorized by this Addendum (including any activities under the Google account and use by Customer’s employees and personnel); (b) any breach of this Addendum or violation of applicable law by Customer or any End User; (c) alleged infringement or misappropriation of any third party rights by Customer Materials, or by the use, development, design, production, advertising or marketing of Customer Materials; or (d) a dispute between Customer and any of its End Users. The foregoing indemnification obligation will not be subject to any limitation of liability contained in the SOW, Agreement, or elsewhere, and will survive termination or expiration of the SOW and Agreement. The indemnified parties are third party beneficiaries of the indemnifying party’s obligations under this paragraph.
- 9.4. If a third party asserts a claim against Customer or its employees, officers, and directors alleging that the Google Cloud Services infringe or misappropriate that third party’s intellectual property rights, CDW will enforce its indemnities on behalf of Customer to the extent CDW is permitted to do so under the terms its agreement with Google. The remedies provided in this paragraph are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Google Cloud Services.
- 9.5. EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, CDW DOES NOT MAKE OR GIVE ANY REPRESENTATION, CONDITION, SERVICE LEVEL, INDEMNITY OR WARRANTY ABOUT THE GOOGLE CLOUD SERVICES, AND THE GOOGLE CLOUD SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, CDW, ITS AFFILIATES AND ITS LICENSORS (INCLUDING GOOGLE) MAKE NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE GOOGLE CLOUD SERVICES OR THIRD PARTY SOFTWARE, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE GOOGLE CLOUD SERVICES OR THIRD PARTY

SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY MATERIALS, INCLUDING CUSTOMER MATERIALS OR DATA, OR THIRD PARTY SOFTWARE, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. GOOGLE CLOUD SERVICES ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH GOOGLE CLOUD SERVICES COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT CUSTOMER'S SOLE RISK.

10. SUSPENSION

- 10.1. In addition to suspension rights under the Master Terms, CDW may suspend Customer's or any End User's right to access or use any portion of the Google Cloud Services immediately if CDW determines: Customer is, or any End User is, in breach of its payment obligations or any other obligation of this Addendum; or Customer's or an End User's use of the Google Cloud Services (i) poses a security risk to the Google Cloud Services or any other third party, (ii) may adversely impact the Google Cloud Services or the systems or materials of any other CDW or Google customer, (iii) may subject CDW, Google or any third party to liability, or (iv) may be fraudulent.
- 10.2. If CDW suspends Customer's right to access or use any portion of the Google Cloud Services:
- 10.2.1. Customer remains responsible for all fees and charges Customer incurs during the period of suspension;
- 10.2.2. Customer will not be entitled to any service credits under any service level agreement between CDW and Google, if applicable; and
- 10.2.3. If requested by Customer, Customer will be permitted to retrieve Customer Materials from the Google Cloud Services that are subject to suspension, but only to the extent such retrieval is permitted by Google.

11. TERM; TERMINATION; EFFECT OF TERMINATION

- 11.1. The term of this Addendum will commence on the Addendum Effective Date and will continue until the earlier of (a) termination of the SOW or (b) a termination of this Addendum as set forth in this Section 11.
- 11.2. CDW may terminate this Addendum if (a) there is an act or omission by Customer or any End User for which CDW has a right to suspend, or (b) upon thirty (30) days' notice to Customer in order to comply with applicable law or requirements of governmental entities.
- 11.3. Either party may terminate this Addendum for cause if the other party is in material breach of this Addendum and the material breach remains uncured for a period of thirty (30) days from receipt of notice by the other party. Upon the termination date:
- 11.3.1. All of Customer's rights under this Addendum will immediately terminate; and
- 11.3.2. Customer remains responsible for all fees and charges Customer has incurred for the Google Cloud Services incurred through the effective date of termination.
- 11.4. If requested by Customer, Customer will be permitted to retrieve Customer Materials from the Google Cloud Services after termination, but only to the extent such retrieval is permitted by Google. Customer acknowledges and agrees that Customer will be responsible for exporting, before the term of the Google Cloud Services expires, any Customer Materials it wishes to retain afterwards.

12. LIMITATION OF LIABILITY

- 12.1. Section 10 (Liability) of the Master Terms applies to CDW and Customer with respect to the SOW, this Addendum and the Master Terms, and Section 10.2(c) applies with respect to the indemnification obligations under this Addendum.

13. MISCELLANEOUS

- 13.1. Capitalized terms used but not defined in this Addendum will have the meanings ascribed to them in the Agreement or SOW. In the event of a conflict between this Addendum and the SOW or Agreement, this Addendum will control. The terms of the Master Terms are meant to supplement, not conflict with, the terms of the body of this Addendum. However,

in the event of an irreconcilable difference between the body of this Addendum and the Master Terms, the Master Terms will control. References in this Addendum to a particular website will be deemed to mean the most current version of that website or a successor website, or any related locations designated by CDW or Google, all of which are subject to change without notice. Any terms of this Addendum that expressly survive termination or expiration, or by their nature ought to survive termination or expiration, will survive.

Google Cloud Master General Terms

These Google Cloud Master Terms are comprised of the Google Cloud Master General Terms ("General Terms"), and all Services Schedules and Order Forms that are incorporated by reference into the Google Cloud Master General Terms (collectively, the "Terms").

Google Cloud Master General Terms

1. **Services.** After the Customer and Reseller and/or Distributor complete and execute an Order Form, (a) Google will provide the Services to Customer in accordance with the Terms, including the SLAs, and (b) Customer may use the Services in accordance with the applicable Services Schedule.
2. **Customer Obligations.**
 - 2.1 **Consents.** Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Terms.
 - 2.2 **Compliance.** Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Terms, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.
 - 2.3 **Use Restrictions.** Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) in a manner intended to avoid incurring Fees; (ii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iii) in a manner that breaches, or causes the breach of, Export Control Laws; or (iv) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google's Reseller or Distributor.
3. **RESERVED.**
4. **Intellectual Property.**
 - 4.1 **Intellectual Property Rights.** Except as expressly described in the Terms, the Terms do not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.
 - 4.2 **Feedback.** At its option, Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5. Confidentiality.

- 5.1 **Use and Disclosure of Confidential Information.** Subject to the Freedom of Information Act or similar state open records law, the Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Terms, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, the Recipient may disclose the Disclosing Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) regardless of any other provision in the Terms, as strictly necessary to comply with Legal Process, provided the Recipient promptly notifies the Disclosing Party prior to such disclosure unless legally prohibited from doing so. The Recipient will comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information.
- 5.2 **Redirect Disclosure Request.** If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will first attempt to redirect the third party to request it from the Disclosing Party directly. To facilitate this request, the Recipient may provide the Disclosing Party's basic contact information to the third party.

6. **Marketing and Publicity.** Each party may use the other party's Brand Features in connection with the Terms as permitted in the Terms. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Customer and Google will work together on an announcement of Customer being a Google customer, which will take place on a mutually agreed upon date within 6 months of the Effective Date. Additionally, with prior written consent, the parties may engage in joint marketing activities such as customer testimonials, press engagements, public speaking events, and analyst interviews. A party may revoke the other party's right to use its Brand Features with 30 days' written notice. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. RESERVED.

8. **Disclaimer.** Except as expressly provided for in the Terms, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services. The Services are not intended to be used for High Risk Activities. Any use of the Services for High Risk Activities by Customer or its End Users will be at Customer's own risk, and Customer will be solely liable for the results of any failure of the Services when used for High Risk Activities.

9. Indemnification.

- 9.1 **Google Indemnification Obligations.** Google will defend Customer and its Affiliates participating under the Terms ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the

Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights.

9.2 Customer Intellectual Property Infringement. If Google is damaged or becomes subject to a Third-Party Legal Proceeding as a result of Customer's infringement of any third-party intellectual property, Google will pursue available remedies under applicable federal, state or local law.

9.3 Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Intellectual Property Infringement) will not apply to the extent the underlying allegation arises from (a) Customer's or Google's breach of the Terms or (b) a combination of the Google Indemnified Materials or Customer Materials (as applicable) with materials not provided by Google or the Customer under the Terms, unless the combination is required by the Terms.

9.4 Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) is conditioned on the following:

(a) Customer must promptly notify Reseller who will notify Google in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with Google to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, then Google's obligations under Section 9.1 (Google Indemnification Obligations) will be reduced in proportion to the prejudice.

(b) Unless otherwise prohibited by law, Customer must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the Customer may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the Customer to admit liability, pay money, or take (or refrain from taking) any action, will require the Customer's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Terms, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services.

9.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 9 (Indemnification) states the Customer's sole and exclusive remedy under the Terms for any third-

party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Terms for any

- (i) indirect, consequential, special, incidental, or punitive damages or**
- (ii) lost revenues, profits, savings, or goodwill.**

(b) Each party's total aggregate Liability for damages arising out of or relating to the Terms is limited to the Fees Customer paid under the applicable Services Schedule during the 12-month period before the event giving rise to Liability.

10.2 Unlimited Liabilities. Nothing in the Terms excludes or limits either party's Liability for:

- (a) subject to Section 8 (Disclaimer), death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;**
- (b) its fraud or fraudulent misrepresentation;**
- (c) its obligations under Section 9 (Indemnification);**
- (d) its infringement of the other party's Intellectual Property Rights;**
- (e) its payment obligations under the Terms; or**
- (f) matters for which liability cannot be excluded or limited under applicable law.**

11. Term and Termination.

11.1 Term. The Terms, unless they expire or terminate in accordance with the Reseller Agreement or Distribution Agreement, will remain in effect for the contract period described in the applicable Reseller Agreement or Distributor Agreement.

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Terms, Customer may terminate the Terms or an Order Form for convenience prior written notice to Reseller or Distributor.

11.3 Reserved.

11.4 Effects of Termination. If the Terms terminate or expire, then all Services Schedules and Order Forms also terminate or expire. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Terms: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11.4 (Effects of Termination), Section 12

(Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. **Miscellaneous.**

- 12.1 **Notices.** Google will provide notices under the Terms to Customer by sending an email to the Notification Email Address. Customer will provide notices under the Terms to Google by sending an email to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current.
- 12.2 **Emails.** The parties may use emails to satisfy written approval and consent requirements under the Terms.
- 12.3 **Reserved.**
- 12.4 **Reserved.**
- 12.5 **Force Majeure.** Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
- 12.6 **Subcontracting.** Google may subcontract obligations under the Terms but will remain liable to Customer for any subcontracted obligations.
- 12.7 **No Agency.** The Terms do not create any agency, partnership, or joint venture between the parties.
- 12.8 **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Terms.
- 12.9 **Severability.** If any part of the Terms is invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.
- 12.10 **No Third-Party Beneficiaries.** The Terms do not confer any rights or benefits to any third party unless it expressly states that it does.
- 12.11 **Equitable Relief.** Nothing in the Terms will limit either party's ability to seek equitable relief.
- 12.12 **Reserved.**
- 12.13 **Amendments.** Except as specifically described otherwise in the Terms, any amendment to the Terms must be in writing, expressly state that it is amending the Terms, and be signed by both parties.
- 12.14 **Independent Development.** Nothing in the Terms will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Terms, provided that the party does not breach its obligations under the Terms in doing so.
- 12.15 **Reserved.**

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Terms, then the documents will control in the following order: the applicable Order Form, the applicable Services Schedule, the General Terms, and the URL Terms.

12.17 Reserved.

12.18 Reserved.

12.19 Reserved.

12.20 Headers. Headings and captions used in the Terms are for reference purposes only and will not have any effect on the interpretation of the Terms.

13. Definitions.

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

“AUP” means Google’s acceptable use policy as defined in the applicable Services Schedule.

“BAA” or “Business Associate Agreement” is an amendment to the Customer’s Reseller Agreement or Distributor Agreement covering the handling of Protected Health Information (as defined in HIPAA).

“Brand Features” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.

“Confidential Information” means information that one party or its Affiliate (“Disclosing Party”) discloses to the other party (“Recipient”) under the Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the recipient.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

“Customer Application” has the meaning described in the Services Schedule.

“Customer Data” has the meaning described in the Services Schedule (if applicable).

“Customer Indemnified Materials” has the meaning described in the applicable Services Schedule.

“Delegates” means the Recipient’s employees, Affiliates, agents, or professional advisors.

“Distributor” means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

“Distributor Agreement” means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

“Effective Date” means the date of the last party’s signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

“End User” or “Customer End User” means an individual that Customer permits to use the Services or a Customer Application.

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Fees” means the product of the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer’s Reseller Agreement or Distributor Agreement.

“Google Indemnified Materials” has the meaning described in the applicable Services Schedule.

“High Risk Activities” means activities where the failure of the Services could lead to death, serious personal injury, or severe environmental or property damage.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

“including” means including but not limited to.

“Indemnified Liabilities” means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Right(s)” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” has the meaning described in the applicable Services Schedule.

“Order Term” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

“Prices” has the meaning described in the applicable Reseller Agreement or Distributor Agreement.

“Reseller Agreement” means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of these Terms.

“Reseller” means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services through a Distributor to Customer.

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule.

“Services” has the meaning described in the applicable Services Schedule.

“Services Schedule(s)” means a schedule to the Terms with terms that apply only to the services and software (if applicable) described in that schedule.

“Services Start Date” means either the start date described in the Order Form or, if none is specified in the Order Form, the date Google makes the Services available to Customer.

“Software” has the meaning described in the Services Schedule (if applicable).

“Suspend” or **“Suspension”** means disabling access to or use of the Services or components of the Services.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions described at <https://www.google.com/permissions/trademark/brand-terms.html>.

“URL” means a uniform resource locator address to a site on the internet.

“URL Terms” has the meaning described in the Services Schedule.

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Google Cloud Master Terms

Google Cloud Platform Services Schedule

This Google Cloud Platform Services Schedule (the “Services Schedule”) supplements and is incorporated by reference into the Google Cloud Master Terms. This Services Schedule applies solely to the services and software described in this Services Schedule. Terms defined in the General Terms apply to this Services Schedule.

1. Using the Services.

- 1.1 Admin Console. Google (or Reseller or Distributor) will provide Customer an Account to access the Admin Console through which Customer may manage its use of the Services. Customer may make Customer Applications available to End Users. Customer is responsible for (a) maintaining the confidentiality and security of the Account and associated passwords and (b) any use of the Account.
- 1.2 Ceasing Services Use. Customer may stop using the Services at any time.
- 1.3 Additional Use Restrictions. Unless otherwise permitted in the GCP Service Specific Terms, Customer will not (a) use, and will not allow End Users to use, the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of a Customer Application; or (b) use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from the Services.

2. Data Processing and Security.

- 2.1 Protection of Customer Data. Google will only access or use Customer Data to provide the Services ordered by Customer and will not use it for any other Google products, services, or advertising. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing and Security Terms.
- 2.2 Data Processing and Security Terms. The Data Processing and Security Terms are incorporated by reference into this Services Schedule.

3. Additional Payment Terms.

- 3.1 Usage and Invoicing. Customer will pay all Fees for the Services and GCP Technical Support Services. Google’s measurement tools will be used to determine Customer’s usage of the Services. Each invoice, which may be generated by Reseller or Distributor, will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees.
- 3.2 Reserved.

3.3 Reserved.

4. Updates to Services and Terms.

4.1 Changes to Services.

- (a) Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.
- (b) Discontinuance. Google will notify Customer at least 12 months before discontinuing any Service (or associated material functionality), and at least 36 months for any Key Service (or associated material functionality), in each case unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.
- (c) Support. Google will continue to provide product and security updates, and Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).
- (d) Backwards Incompatible Changes. Google will notify Customer at least 12 months before significantly modifying a Customer-facing Google API in a backwards-incompatible manner.

4.2 Changes to Terms. Google may update the URL Terms, provided the updates do not (a) result in a material degradation of the overall security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing and Security Terms, or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

4.3 Permitted Changes. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services or functionality.

5. Temporary Suspension.

5.1 Services Suspension. Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google.

5.2 Limitations on Services Suspensions. If Google Suspends Services, then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent

legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

6. **Technical Support.** Google will provide GCP Technical Support Services to Customer during the Order Term in accordance with the GCP Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications and Projects.
7. **Copyright.** Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or its End User's copyrights and would like to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices, at <http://www.google.com/dmca.html>.
8. **Software.**
 - 8.1 **Provision of Software.** Google may make Software available to Customer, including third-party software. Customer may choose to use the Software in connection with Customer's use of the Services. Some Software may be subject to third-party license terms, which Google will provide to Customer.
 - 8.2 **Ceasing Software Use.** If the Terms or the Google Cloud Platform Order Form terminates or expires, then Customer will stop using the Software.
9. **Benchmarking.** Customer may conduct benchmark tests of the Services (each a "Test"). Customer may only publicly disclose the results of such Tests if it (a) obtains Google's prior written consent, (b) provides Google all necessary information to replicate the Tests, and (c) allows Google to conduct benchmark tests of Customer's publicly available products or services and publicly disclose the results of such tests.
10. **Survival.** The following Sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 9 (Benchmarking) and Section 12 (Additional Definitions).
11. **Termination of Previous Agreements.** If Google and Customer have previously entered into a Google Cloud Platform License Agreement, then that agreement will terminate on the Services Start Date, and the Terms will govern the provision and use of the Services going forward.
12. **Additional Definitions.**

"Account" means Customer's Google Cloud Platform account.

“Admin Console” means the online console(s) and tool(s) provided by Google to Customer for administering the Services under this Services Schedule.

“AUP” means the then-current acceptable use policy for the Services described at <https://cloud.google.com/terms/aup>.

“Customer Application” means a software program that Customer creates or hosts using the Services.

“Customer Data” means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.

“Customer Materials” means Customer Data, Customer Brand Features, Customer Applications, and Projects.

“Data Processing and Security Terms” means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at <https://cloud.google.com/terms/data-processing-terms>.

“GCP Service Specific Terms” means the then-current terms specific to one or more Services or Software described at <https://cloud.google.com/cloud/terms/service-terms>.

“GCP Technical Support Services” or “TSS” means the then-current technical support service provided, if applicable, by Google to Customer under the GCP Technical Support Services Guidelines.

“GCP Technical Support Services Guidelines” or “TSS Guidelines” means the then-current Google Cloud Platform support service guidelines described at <https://cloud.google.com/terms/tssg/>.

“Google API” means any application programming interface provided by Google as part of the Services.

“Google Indemnified Materials” means Google’s technology used to provide the Services and Google’s Brand Features.

“Key Services” means the then-current list of Services described at <https://cloud.google.com/terms/key-services>. Google may not remove a Service from this URL unless that Service is discontinued in accordance with Section 4.1(b) (Discontinuance).

“Notification Email Address” means the email address(es) designated by Customer in the Admin Console.

“Prices” means those prices listed in the applicable Reseller Agreement or Distributor Agreement.

“Project” means a grouping of Services configured by Customer via the Admin Console.

“Services” means the then-current services described at <https://cloud.google.com/terms/services>.

“SLA” means the then-current service level agreements described at <https://cloud.google.com/terms/sla/>.

“Software” means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, and any updates Google may make to such Software from time to time.

“URL Terms” means the AUP, Data Processing and Security Terms, GCP Service Specific Terms, GCP Technical Support Services Guidelines, and SLAs.

SERVICE ORDER



following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated above. If Involta terminates this Service Order without Cause, Involta will refund any pre-paid monies on a pro-rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

V. INVOICING; PAYMENT TERMS:

- A. *Invoicing.* Except as expressly provided in Section II above, Involta shall invoice Client as follows:
- i. Monthly Recurring Charges shall be invoiced beginning immediately after the Service Start Date;
 - ii. Non-Recurring Charges shall be invoiced upon Effective Date, except as provided in Section V.A.iv below;
 - iii. Hardware shall be invoiced when shipped; and
 - iv. In the event that Involta reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by Involta, then the Monthly Recurring Charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.
- B. *Payment Terms.* Client shall pay all Monthly Recurring Charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

VI. TERMS & CONDITIONS:

- A. This Service Order is incorporated into and made a part of the MSA referenced above and any TC Schedule applicable to the Services listed above.
- B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at <http://sd.involta.com>, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.
- C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to Involta by Client as of the effective date of this Service Order. In the event information changes, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay Involta for the actual hours expended by Involta in performance of the Services.

VII. SUPPLEMENTAL SERVICES:

SUPERIOR INFRASTRUCTURE • OPERATIONAL EXCELLENCE • PEOPLE WHO DELIVER
PO Box 1986 Cedar Rapids, IA 52406
Phone 855-364-3061
www.involta.com

SERVICE ORDER



III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

IV. TERM and TERMINATION:

- A. This Service Order is made effective as of the last date shown in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.
- B. Each of the Services will begin on the earlier of (i) the date Involta provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").
- C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").
- D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year term at Involta's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").
- E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days

SUPERIOR INFRASTRUCTURE • OPERATIONAL EXCELLENCE • PEOPLE WHO DELIVER
PO Box 1986 Cedar Rapids, IA 52406
Phone 855-364-3061
www.involta.com

SERVICE ORDER



PREPARED FOR:

Account Name Duluth Public Schools - ISD
709

Contact Name Bart Smith
Billing Address 215 N 1st Ave E,
Duluth, Minnesota 55802

MSA Number MSA201505114570
Contract Term 36 Months
Account Number 0000004954

SERVICE ORDER

Q-00017876

Proposal Name Duluth Public Schools - ISD
709 fiber
crossconnects
Date 5/20/2021

Account Manager Jillian Martin
Phone
Email jmartin@involta.com

I. SERVICES:

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	125.00	125.00
			Monthly Recurring Charges	125.00

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	225.00	
			Non- Recurring Charges	225.00

II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

A. Summary Overview of Services, if any:

B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

SERVICE ORDER



A. Involta will provide services outside the scope of this Service Order on a time plus materials and expenses basis, when requested and authorized by the Authorized Client Representative. For all work performed outside the scope of this Service Order, Involta shall prepare and submit invoices to Client on the 15th and last business day of each month. Fee schedule will be based on the then current Involta IT Services Rate Card ("Standard Rates") plus travel expenses (if services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

IX. ACCEPTANCE:

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

Customer (legal name): Duluth Public Schools - ISD 709	Involta, LLC
Individual signing: Catherine A. Erickson	Individual signing: Michelle G. Moran
Signature:	Signature:
Title: CFO	Title: VP
Signing date: 5/25/2021	Signing date: 5/26/2021
Purchase Order #:	
Email (for Notice of Service Start Date):	

01-E-005-108-151-303-011