

DULUTH PUBLIC SCHOOLS ISD 709 AGREEMENT FOR SERVICES CONTRACT

Duluth Public Schools (ISD709), 215 N. 1st Avenue East, Duluth, MN 55802, and (Consultant) Tara Fortune, Ph.D., Researcher and Founder, Tara Fortune Consulting, 1479 Fairmount Avenue, St. Paul, MN 55105, (651-269-3851) hereby enter into an agreement, subject to the following responsibilities and conditions:

I. Term

- A. This contract shall be for a period of performance beginning August 16, 2021, and, unless sooner terminated as provided in this Contract or extended with the approval of the ISD709 will end on May 30, 2022. No services shall be performed before the ISD709 approves the contract or after it ends.

II. Services

- A. Consultant agrees to provide professional learning services to ISD709 educators and administrative leadership team to support the district's Spanish and Ojibwe language immersion programs located at Lowell Elementary School (2000 Rice Lake Rd, Duluth, MN 55811). The services will take place during consulting that will involve one face-to-face (F2F) visit in August 2021 and follow-up online professional learning sessions during the 2021-22 academic year.

Professional learning services are briefly described as follows:

- a. 2-day F2F workshop at Lowell Elementary School: August 17-18, 2021
- i. October 2021 – Peer observation, notetaking, and coaching dialogue (scaffolding comprehension)
 - ii. November 2021 – Peer observation, notetaking, and coaching dialogue (scaffolding production)
- 1 observation in familiar language; 1 in unfamiliar language)
Observe/coach in similar grade level
- Lesson/Activity plan with content, language/literacy, and cultural objectives
- What worked and why?
 - What didn't go as planned and why?
 - What suggestions/thoughts/ideas for improvement?
- b. Follow-up online professional learning sessions: January 2021 – May, 2022
- i. Intro to Integrated Performance Assessment (January PD day)
 - ii. Feb-Apr 2022 – 3 two-hour sessions, one for each communication mode (interpretive, interpersonal, presentational)
 - iii. Teachers will be expected to submit the plan

- c. Throughout the duration of the professional learning, the consultant will make use a variety of professional resources as reference points for discussion and feedback on current program implementation including
 - i. Immersion Teaching Strategies Observation Checklist (Fortune et al., 2014);
 - ii. Guiding Principles of Dual Language Education, 3rd Edition (Howard et al., 2018); and
 - iii. Scaffolding language development in immersion and dual language classrooms (Tedick & Lyster, 2020).

All work performed and materials collected by the Consultant shall remain confidential except for normal disclosure by the ISD709 or its designee.

III. Payment Cycle

- A. The ISD709 agrees to pay consultant, pursuant to a billing by the Consultant and approved by Anthony Bonds, Assistant Superintendent, in an amount not to exceed a total of USD \$10,000.00 (see proposal/cost out estimate below) and will be paid through the Education Equity Department.

IV. Termination

- A. The District may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the District upon the commencement of such proceedings or other action.
- B. If the Contractor violates any material terms or conditions of this Agreement the District may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.
- C. The District may terminate this Agreement without cause upon giving thirty (30) day written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for Services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.
- D. At the conclusion of the agreed upon services.

In the event of a termination under A, B, or C the consultant is entitled to part compensation for work performed prior to the effective date of termination and any non-refundable expenses.

V. Indemnification

- A. Contractor agrees to defend, indemnify, and hold harmless District, its school board, administration, employees and volunteers, individually and collectively, from and against all costs, losses, claims, actions, attorney fees, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by Contractor's negligence as a result of Contractor's use or occupancy District's land, facilities, or equipment.
- B. The District agrees to defend, indemnify, and hold harmless Contractor, its partners, members, owners, successors, assigns and legal representatives, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by District's negligence as a result of the Contractor's use or occupancy of the District's land, facilities, or equipment while providing Services except if such cost, loss claim action or judgment is caused by the negligence of Contractor.

VI. Insurance

- A. The Contractor shall purchase and maintain such insurance that will protect the Contractor from claims which may arise out of, or result from, the Services performed under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- B. Throughout the term of this Agreement, the Contractor shall secure the insurance coverage identified below and comply with all provisions noted. Certificates of Insurance shall be issued to the District's Representative evidencing such coverage to the District throughout the term of this Agreement.
- C. Contractor shall maintain professional liability insurance of no less than \$1,000,000 per claim and \$2,000,000 aggregate limit.
- D. Contractor understands they are not entitled to workman's compensation under this agreement.

6/30/21
Date


6/30/21
Date

Catherine Erickson
Catherine Erickson, CFO
Duluth Public Schools ISD 709

[Signature]
Crystal Goldman, Immersion Specialist/ELD
Coordinator
Duluth Public Schools ISD 709

01-E-005 640-313-305-315
-3-

4/30/21
Date


Consultant Tara W. Fortune
Researcher/Founder, Tara Fortune Consulting

Duluth Public Schools (ISD709) – Tara Fortune Consulting Cost Out Estimate

Goal: To support ISD709 implementation of Spanish and Ojibwe immersion education and program alignment with best practices in curriculum and instruction.

ISD709 Request: F2F workshop in August 2021

Estimated cost out

- 1. August 17-18, 2021 – Scaffolding comprehension, scaffolding production, Introduction to content-based language instruction (CBLI)**

Total cost: \$4,037.46

(\$3200.00 consulting fees + \$837.46 travel expenses)

- a. 2-day consulting honorarium @ \$1600.00/da. = \$3200.00
 - b. Hotel (2 nights) @ \$280.80 (+ 6.88 % TAX (\$19.32) + 7.50 % City tax (\$21.06) = Total Price (for 2 nights) = \$321.18
 - c. Mileage for 313 miles @ .56/mi. = \$175.28
 - d. Travel time: 4 hours @ \$200.00
 - e. Meal per diem: 2 partial days (\$42.00/da.) + 1 full day (\$57.00/da.) = \$141.00
2. January XX, 2022 (TBD) – Introduction to Integrated Performance Assessment in CBLI
 - a. 1-day consulting honorarium @ \$1600.00/da. = \$1600.00
 - b. Remote Professional Learning
 3. February–April 2022 (TBD) – Task and Materials Development for Integrated Performance Assessment in CBLI (Language-specific grade level teams)
 - a. Remote session 1: Interpretive Task @ \$1000.00/session
 - b. Remote session 2: Interpersonal Task @ \$1000.00/session
 - c. Remote session 3: Presentational Task @ \$1000.00/session
 4. By end of April each IPA team will be expected to submit one complete collaboratively-designed IPA Framework Plan with all corresponding materials to Dr. Tara Fortune for feedback and final review. @ 1500.00



BLUE ROSE
CAPITAL ADVISORS

June 18, 2021

Catherine Erickson, CFO/Executive
Independent School District No. 709 (Duluth)
215 N. 1st Avenue East, Room 215
Duluth, MN 55802

RE: Pricing Opinion for Series 2021C Bonds

Dear Ms. Erickson:

Pursuant to Minnesota Statutes, Section 475.60, an issuer intending to sell a series of tax-exempt bonds via negotiated sale must retain an independent municipal advisor. Blue Rose Capital Advisors, LLC ("Blue Rose"), a Municipal Advisor registered with the SEC and the MSRB, has been requested to serve as municipal advisor and provide an independent pricing fairness opinion (an "Opinion") to the Independent School District No. 709 (Duluth) (the "Issuer") in connection with the Issuer's General Obligation Capital Appreciation Bonds, Series 2021C (the "Bonds"), expected to price on or about July 20.

Blue Rose is a full-service municipal advisory firm, serving primarily clients throughout the Midwest in connection with their bond financings. In addition to the full advisory services provided to our contracted clients, we provide independent pricing fairness opinions to a number of Minnesota issuers each year.

As an independent municipal advisor, we owe a fiduciary duty to you, the Issuer. Our role in your financing is to ensure that the pricing you receive from the Underwriter is fair. Accordingly, if we have concerns about the pricing of your transaction leading up to or on the sale date, you may hear from us directly. Likewise, if you have any questions about the services we will provide, the pricing, or our Opinion, we welcome you to contact us at (952) 746-6050.

Please sign the enclosed contract and return a copy to us via e-mail, facsimile at (952) 460-4776, or regular mail, in order to acknowledge the services being provided and our fee.

We look forward to serving you.

Sincerely,

BLUE ROSE CAPITAL ADVISORS, LLC

Scott Talcott
Senior Vice President

CONTRACT TO PROVIDE LIMITED MUNICIPAL ADVISOR SERVICES

This Contract to Provide Limited Municipal Advisor Services (the “Contract”) is entered into and is effective as of this 18th day of June, 2021, by and between Independent School District No. 709 (Duluth) (the “District”), as its sole beneficiary, and Blue Rose Capital Advisors, LLC (the “Municipal Advisor”). The Municipal Advisor is hereby engaged to provide certain limited advisory services in connection with the District’s General Obligation Capital Appreciation Bonds, Series 2021C (the “Bonds”), including the provision of an independent pricing fairness opinion (an “Opinion”) in connection with the Bonds.

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning.
2. **Term of Engagement.** This Contract shall be in force from the date hereof and shall continue until the later of the closing date of the Bonds or the provision of the Opinion to the District.
3. **Services and Compensation.** The Municipal Advisor is engaged by the District as an independent contractor to perform, in accordance with industry best practices and in the best interest of the District, only the services described in this Section 3 (the “Municipal Advisor Services”). The Municipal Advisor’s compensation for the Municipal Advisor Services shall be \$2,150 and shall be included in the costs of issuance of the Bonds.

In order to provide the Opinion, Blue Rose at minimum will obtain relevant pricing and transaction information from Robert W. Baird (the “Underwriter”) and will prepare an analysis comparing the pricing of the Bonds to similar transactions sold by similar entities as near as possible to the sale date of the Bonds. Factors considered in our analysis will include, but not be limited to: size of the transaction; source of payment of the bonds; tax exemption and bank qualification status; type and location of issuer; ratings and issues of concern in the rating report(s); market conditions at the time of sale; and other factors that may, in our opinion, affect the pricing of the bonds.

Upon preparation of this analysis, Blue Rose may undertake pricing discussions with the Underwriter and the Issuer, as necessary. These may include discussions with the investment banker at the Underwriter and/or the underwriting traders, and would occur the day prior to and/or the day of the bond sale. The intent of these conversations would be to ensure fair pricing, and negotiating improvements to coupons or yields, or bond structure, that would benefit the Issuer.

Upon conclusion of the pricing, Blue Rose will prepare a written pricing Opinion that may be relied upon by the Issuer and, as necessary, the bond counsel on the transaction. The written report would be delivered in advance of the closing of the bond transaction.

The Municipal Advisor Services do not include the preparation or review of any Official Statement or other disclosure documents in connection with the Bonds or any other services not explicitly mentioned in the preceding paragraph.

4. **Certain Mandatory Disclosures.** Municipal Advisor covenants and agrees to provide to the District disclosures of potential conflicts of interest and certain legal or disciplinary events required by Municipal Securities Rulemaking Board Rule G-42 (the “Disclosures”), as initially set forth below. Municipal Advisor agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions to the Disclosures. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this Contract to the same extent as if set forth herein.

- a. *Legal or Disciplinary Events.* The Municipal Advisor is required by the Municipal Securities Rulemaking Board Rule G-42 to disclose any legal or disciplinary events related to the Municipal Advisor or its Municipal Advisor Representatives. Information regarding such legal or disciplinary events is filed from time to time with the SEC on Form MA (with respect to the Municipal Advisor) or Form MA-I (with respect to an individual Municipal Advisor Representative), and currently can be found online by searching for Blue Rose Capital Advisors at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. As of the date of this Contract, there are no such events to disclose.
- b. *Conflicts Associated with Contingent Fee Structures.* The fees to be paid by the District to the Municipal Advisor are contingent on the successful award of the transaction. Although this form of compensation may be customary, it presents a conflict because the Municipal Advisor may have an incentive to recommend transactions that are disadvantageous to the District. For example, when facts or circumstances arise that could cause the transaction to be delayed or fail to close, Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the transaction.
- c. *Conflicts Associated with Affiliated Companies.* Conflicts of interest may arise when any affiliate of the Municipal Advisor provides to or on behalf of a client any advice, service, or product that is directly related to the municipal advisory activities to be performed by the Municipal Advisor. MuniPriceTracker, LLC (“MPT”), HedgeStar, LLC (“HedgeStar”), and Edelweiss Fund, LLC (“Edelweiss”) are affiliates under common ownership with the Municipal Advisor. MPT provides bond pricing transparency for business and tax compliance purposes and may provide these services either to you directly or to bond counsel or another market participant in connection with your publicly sold bond transaction. In connection with these services, MPT receives a separate fee. HedgeStar provides valuations for derivatives and fixed income instruments, financial reporting, and hedge accounting services, and may provide these services to you under separate contract. Any recommendation by Municipal Advisor to enter into, modify, transfer, novate, or terminate an interest rate swap or other derivative, or to select one type of investment versus another, to a client who contracts with HedgeStar may result in additional or decreased fees payable to HedgeStar. In addition, valuations provided by HedgeStar may be reported in your audited financial statements and may affect a creditor’s or investor’s assessment of your financial position or credit strength. Edelweiss was formed in order to pursue court action against a number of financial institutions, which may include banks with which your organization does business. The litigation asserts those institutions engaged in certain fraudulent and/or illegal activities related to variable rate demand obligations issued by municipal entities and obligated persons. Municipal Advisor, MPT and HedgeStar are not parties to these cases.
- d. *Conflicts Associated with Referral Source.* Conflicts of interest may arise when an underwriter, bank, counsel, or other party refers a client to Municipal Advisor if there is a fee-sharing or referral fee arrangement between such party and the Municipal Advisor. Municipal Advisor does not participate in any fee-sharing arrangements, nor does it pay a referral fee to any such party. The Municipal Advisor also may have an incentive to give a favorable pricing opinion to transactions that are disadvantageous to the District in order to obtain future referrals from such party.

e. ***Conflict Mitigation.*** The Municipal Advisor expects to manage and mitigate any conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the District which require it to put the interests of the District ahead of its own.

5. **Termination.** The District may terminate this Contract, in whole or in part and for any reason, prior to the sale date of the Bonds.

6. **Personnel Assigned.** The Municipal Advisor shall utilize the individuals identified to the District for the provision of services set forth in the Contract except as otherwise specifically approved by the chief fiscal officer of the District or such other designee (the “Chief Fiscal Officer”).

7. **Records and Accounts.** The Municipal Advisor shall maintain all records and accounts in connection with the services performed pursuant to this Contract in the manner and for at least the length of time prescribed by rules, regulations and industry standard guidelines governing municipal advisors.

8. **Complaints.** The Municipal Advisor is registered as a “Municipal Advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”).

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

9. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the District and the Municipal Advisor concerning the Contract. Neither the District nor the Municipal Advisor has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.

10. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Minnesota.

11. **Authority of the Parties.** Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such party’s behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.

12. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.

13. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this contract was approved and duly executed by Independent School District No. 709 (Duluth) this ____ day of June, 2021.

INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH)



Chief Fiscal Officer

07-E-005-910-000-710-000

IN WITNESS WHEREOF, this Contract was duly executed by the Municipal Advisor this 18th day of June, 2021.

BLUE ROSE CAPITAL ADVISORS, LLC

By  _____
Title: Senior Vice President

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Shoreview Natives, 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: *See attached document.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 13, 2021, and shall remain in effect until August 31, 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.** *See attached document.*

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 \$ 1,270.00 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: Jay Roesler, 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 (mailing address with zip) Shoreview Natives 1185 Shoreview Road, Two Harbors, MN 55616.

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:

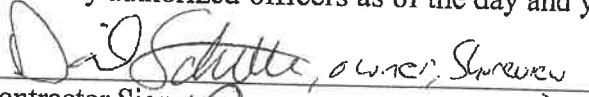
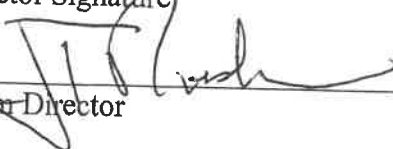
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

 owner; Supervisor [REDACTED] 6/9/21
 Contractor Signature SSN/Tax ID Number Date

 Program Director 6/11/21
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); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

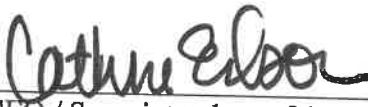
Please check the appropriate line below:

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	211	305	151
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 6-18-21
Date



shoreviewnatives@gmail.com

218-341-5286

4/13/21

1185 Shoreview Rd.
Two Harbors, MN 55616

Project

Estimate Lester Park Elementary ECFE Program

Prepared c/o Samantha Webster

for:

Item	Qty.	Unit	Price	Total
Project Overview				
<p>Estimate includes pricing to establish native gardens and a pathway within the ECFE outdoor play classroom area, per conversations on site with Samantha Webster. The project would create a native plant garden along the fence, towards the parking lot to provide a space for kids and adults to enjoy and observe. Goals of the garden space include blooms throughout the growing season, but particularly in late spring / early summer when families are using the space most actively. Plant layout will provide visual screening / softening of the chainlink fence, as well as introduce a variety of pleasant and interesting textures, colors, and smells to the space.</p>				
Process Description				
<p>Process steps will include adding compost to the areas to be planted, and tilling into the soil to a depth of 4 inches. The space will then be covered with biodegradable mulching fabric and left to smother until the existing vegetation has been removed / killed. At that time, the space will be planted with native perennial flower and grasses at a density of approximately one plant per square foot, likely mid-June, 2021.</p>				
Price Estimate				
Labor/Consult - consult, site prep, sidewalk edging, non-desireable plant removal / haul	8	hrs	\$50.00	\$400.00
Compost, installed	0.75	yards	\$100.00	\$75.00
Site tilling	200	square feet	flat rate	\$75.00
Biodegradable mulching fabric, installed	200	square feet	\$1.00	\$200.00
Native forb/grass/sedge plugs, planted	200	ind. plugs	\$2.10	\$420.00

Thanks for considering native plants on your property!



Wood Chips, installed	1	yd	\$100.00	\$100.00
Project Estimate			Subtotal	\$1,270.00
Total				\$1,270.00

Comments:

- 50% payment due at time of compost / tilling / matting installation
- Remaining 50% due at time of project completion, likely mid-June, 2021
- Please let me know if you have any questions about this.
- Thank you for supporting the ecology of our region by considering native plants on your property.

Thanks for considering native plants on your property!



Company Address 180 Montgomery St.
Suite 750
San Francisco, CA 94104
United States

Please send any billing questions to accounting@seesaw.me

Bill To Name Duluth Preschool
Created Date 6/17/2021
Expiration Date 6/30/2021
Quote Number 00035061

Contract Summary

Contract Start Date 9/1/2021

Contract End Date 8/31/2022

of Students 369.00

Grand Total USD 2,029.50

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	369.00	USD 5.50	USD 2,029.50	9/1/2021

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Sherry Williams

Email: sheryl.williams@isd709.org

Title: Admin Sponsor

Phone: 2183368700 x2702

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: Becky Gamache

Email: rebecca.gamache@isd709.org

Title: Lead

Phone: 2183368700 x2835

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Bart Smith

Email: bart.smith@isd709.org

Title: Tech

Phone: 2183368700 x1136

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: Accounts Payable

Email: ap.vendor@isd709.org

Title: AP

Phone: 2183368701

School Address

Address: 215 N 1st Ave E

City: Duluth

State: Minnesota

Zip / Post Code: 55802



If you are purchasing professional development sessions, they must be scheduled and delivered within 1 year of the contract start date. Sessions not used by this time will expire.

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Terms of Service: <https://web.seesaw.me/terms-of-service>

Name: Catherine A. Erickson

Title: CFO

Email: business@isd709.org DocuSigned by:

PO Number (if required): _____

Accepted By: _____

Catherine A. Erickson
353DDB8A52D84F1...

04 E-005-579-503-303-151

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE
9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE
610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE
210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE
601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE
1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE
5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

Follow-Up Lead-in-Water Testing for Independent School District #709 Districtwide

MAY 18, 2021

Follow-Up Lead-in-Water Testing - Districtwide

PROPOSAL PROVIDED TO:

Matt Johnson
Safety, Health & Environmental Coordinator
Independent School District #709
730 East Central Entrance
Duluth, MN 55802
Phone: (218) 336-8700 ext. 3240
E-mail: matthew.johnson@isd709.org

PROPOSAL CONTACT:

Taylor Dickinson, CSP
Virginia & Brainerd Regional Manager
IEA, Inc.
5525 Emerald Avenue
Mountain Iron, MN 55768
Phone: (218) 410-9521
E-mail: Taylor.Dickinson@ieasafety.com

PROJECT INTRODUCTION

IEA, Inc. is pleased to provide this proposal to conduct follow-up water testing for lead content in accordance with the Minnesota Department of Health (MDH) and Minnesota Department of Education (MDE)'s *Reducing Lead in Drinking Water: A Technical Guidance and Model Plan for Minnesota's Public Schools*, and the Lead Contamination Control Act (LCCA) of 1988, developed by the Environmental Protection Agency (EPA).

Minnesota Statue 121A.335 requires that potable water fixtures in public school buildings serving students in prekindergarten and kindergarten through grade 12 be tested for lead in water at least once every five years.

SCOPE OF WORK

Sample Collection, Analysis and Final Report

IEA will collect and submit up to two hundred forty-two (242) initial samples due to them not being available during the initial round of testing. The following buildings are to be included:

- Congdon Park Elementary School (10)
- Homecroft Elementary School (4)
- Laura MacArthur Elementary School (43)
- Lowell Elementary School (20)
- Piedmont Elementary School (38)
- Duluth East High School (2)
- Myers-Wilkins Elementary School (47)
- Denfeld High School (28)
- Lakewood Elementary School (3)
- Lincoln Park Middle School (3)
- Ordean East Middle School (13)
- Stowe Elementary School (3)
- Lester Park Elementary School (28)

IEA will collect and submit up to thirty-two (32) follow-up samples due to the initial sample result exceeding the District-designated action level. The following buildings are to be included:

- Ordean East Middle School (4)
- Stowe Elementary School (3)
- Denfeld High School (8)
- Lowell Elementary School (1)
- Piedmont Elementary School (2)
- Duluth East High School (6)
- Lincoln Park Middle School (7)
- Rockridge Academy (1)

Once IEA has received results of the analysis, a final report will be developed, including the following information:

- Methodology
- Summary of testing results
- Recommendations for further actions, if necessary
- Laboratory analysis documents

Follow-Up Lead-in-Water Testing - Districtwide

LIMITATIONS & ASSUMPTIONS

Fixtures scheduled for sampling shall not be used for 6-18 hours prior to sampling.

COMPENSATION

IEA's fee associated with this project as outlined above is **\$8,590**. This fee includes sample collection, laboratory fees, travel expenses, and final report.

The fee includes collection and analysis of up to two hundred seventy-four (274) samples. Additional samples will be billed at \$21/per sample.

This fee is eligible for funding from the state under UFARS 349 – Hazardous Substances. Our proposal is valid within sixty days.

SCHEDULE

IEA's services will commence immediately upon receipt of the signed proposal. IEA will schedule this project through, Matt Johnson.

IEA plans to accomplish the sampling in two (2) site visits.

We expect to have a final report submitted to the District within 15 days of receipt of laboratory testing results.

PROPOSAL TERMS

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal.

Follow-Up Lead-in-Water Testing - Districtwide

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Lead-in-Water Testing services. Please sign this authorization to proceed and e-mail to Taylor.Dickinson@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Taylor Dickinson, CSP
Virginia & Brainerd Regional Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal dated May 18, 2021.

Catherine A. Erickson

Printed Name



Authorized Signature

6/25/21

Date

05 E 005 865 349 305 000

UFARS Code or PO Number

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

General Conditions (cont'd)

C. Insurance

- (1) Consultant carries coverage and limits of liability insurance as follows:
 - (a) Workers Compensation with statutory limits.
 - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
 - (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)
 - (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
 - (e) Professional Liability (claims made) with the following coverage:

\$1,000,000.00 per occurrence
 - (f) Contractor Pollution Liability (claims made):

\$1,000,000.00 each occurrence
 - (g) Umbrella Liability.

\$5,000,000.00 each occurrence
- (2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

- (3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.



Smart engineering of
roofs, walls, windows,
pavements
and waterproofing

June 2, 2021

Mr. David Spooner
Duluth Public Schools
215 N. 1st Avenue East
Duluth, Minnesota 55802

RE: Proposal for Wall Observation
Denfeld High School Tower
401 North 44th Avenue West
Duluth, Minnesota 55807

Dear Mr. Spooner:

We are pleased to provide this proposal for services to provide an exterior wall observation of the Denfeld High School Tower to assess the condition of the tower skin and back up wall as well as to determine a course of action for remediation of the deficiencies. Inspec will also provide design assistance for placement of the scaffold for tower access.

A. DEFINITIONS

1. Inspec: Inspec, Inc., Engineers/Architects
2. Client: Duluth Public Schools

B. PROJECT INFORMATION

1. Context

The Client has recently observed several masonry deficiencies and one point of collapse of the masonry skin at the tower at Denfeld High School. It is believed that these very recent developments are the results of scupper deficiencies at the top of the tower and a January rainstorm that preceded several weeks of subzero temperatures. Repairs to the tower skin will need to be made as quickly as possible.

2. Clients Know Problems or Needs

The Client would like Inspec to perform an exterior wall observation of the tower to assess the condition of the tower masonry and backup wall. The Client also may require design assistance from Inspec, or a Design Professional hired by Inspec, for placement or structural reinforcement requirements for scaffold erection.

5801 Duluth Street
Minneapolis, MN 55422
Ph. 763-546-3434
Fax 763-546-8660

Chicago

Milwaukee

Minneapolis

www.inspec.com

C. BASIC SERVICES

The following Basic Services pertain to the scope of the exterior wall observation described above.

1. Visual Evaluation

Inspec will visit the site as required to observe the tower and document the existing conditions. Inspec will observe destructive test opens provided by the Client’s Mason to help determine the condition of the tower’s structural backup wall. Inspec will also observe conditions around the tower and inside the structure to gather information required to provide assistance with the scaffold erection.

2. Documentation

Provide a written report which will include the existing tower conditions observed on site along with actions that can be taken to remediate the observed deficiencies.

3. Meetings

Attend meetings via online video conference or via conference call, as requested.

D. COMPENSATION – BASIC SERVICES

We propose to provide the above-described Basic Services for the following:

Wall Observation and Report Hourly based on Inspec’s current Fee Schedule

E. REIMBURSABLES

Reimbursables, such as automobile mileage, drive time and out-sourced Professional Services such as Structural Engineering will be billed based on on Inspec’s current Fee Schedule.

F. ADDITIONAL SERVICES

1. Based on our current knowledge of the existing conditions, we have, to the best of our ability, matched our Basic Services to the needs of your project. However, should the need arise for us to expand our services in response to conditions or events outside our control, we would, under your direction, submit a separate proposal covering such Additional Services.

2. Additional Services may include, but are not necessarily limited to, the following:

- a. Infrared scans, wall deficiency surveys, leak testing, and further investigation beyond that described above. (The initial infrared survey of any building may create the need for a more detailed investigation and analysis of problems to determine the cause and repair options.)
- b. Destructive test openings and/or coring of precast concrete to determine extent of moisture in wall. (This type of work may require contractor assistance for making test openings and wall observations and possible an aerial lift rental for access.)

- c. Hygrothermal modeling of wall to analyze wall energy efficiency.
- d. Adapting the report, regardless of the level of development, to conform to the Client's changes in the Scope of Services (see B.3.).
- e. Any services resulting from the discovery of asbestos, mold, or any other existing hazardous materials.
- f. Out-sourced services (professional or otherwise) hired by Inspec but not included under Basic Services, including, but not limited to, contractor assistance.
- g. Design development, construction documents, and construction administration/observation Services.
- h. Preparation work and/or meetings related to arbitration, legal, or other conflict resolution proceedings of which Inspec is not a party (also see Dispute Resolution).
- i. Additional meetings and/or site visits beyond those under Basic Services.

G. COMPENSATION-ADDITIONAL SERVICES

1. Compensation for Additional Services shall be established by separate Additional Services proposal(s) unless indicated otherwise herein.
2. Compensation for Additional Services provided directly by Inspec shall be based on Inspec's rate schedule that is current at the time that the Additional Services are provided.

H. CLIENT'S RESPONSIBILITIES

1. Client shall return the signed proposal to Inspec prior to the commencement of services.
2. Client shall arrange for access to the interior and exterior of the tower as needed, including, but not limited to, scaffold for close observations.
3. Client shall arrange for a mason to remove the masonry skin, as determined by Inspec, for observation of the tower structural backup wall.

I. PRELIMINARY OPINION OF PROJECT SCHEDULE

The intent is to conduct the observation and provide the written report in the month of June 2021.

J. SUSPENSION OR TERMINATION OF SERVICES

The Agreement may be terminated by either party in the event of substantial to perform in the accordance with the terms of this Agreement through no fault of the terminating party but only after written notice of the specific nature of the failure to perform and after seven days opportunity to cure such a failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

K. RISK ALLOCATION/DISPUTE RESOLUTION

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.
3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
4. In recognition of the relative risks and benefits of the project to both the Client and to Inspec, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Inspec's total liability to the Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Client shall not exceed \$20,000 or the total amount actually paid by Client to Inspec under this proposal, whichever is greater. It is intended that limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

L. REMARKS

This proposal is valid for sixty (60) days, after which time Inspec reserves the right to modify and resubmit.

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations, or agreements, either written or oral, This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

This Agreement entered into as of the day and year first above written.

For Client



Signature

Cathy Erickson

Printed Name

CFO

Printed Title

For Inspec



Signature

Darren Sprute

Printed Name

Senior Architect

Printed Title

INSPEC, INC.

DS

Enclosures

BUDGET CODE: 05 E 215 865 368 520 000 (Amended FY22 LTFM Ten-Year Plan)



CHICAGO
MILWAUKEE
MINNEAPOLIS

FEE SCHEDULE

Valid November 1, 2020 – October 31, 2021

	Regular Time Per Hour	Overtime Per Hour
1 PERSONNEL SERVICES		
01 Principal	\$200.00	
02 Professional Engineer/Registered Architect	\$180.00	
03 Registered Roof or Waterproofing Consultant, Supervisor	\$170.00	
04 Senior Consultant	\$160.00	\$185.00
05 Consultant	\$135.00	\$170.00
06 Registered Roof Observer, Senior Construction Observer	\$140.00	\$175.00
07 Specification Writer/Construction Support Specialist	\$110.00	
08 Construction Observer	\$110.00	\$140.00
09 CAD/REVIT Operator	\$100.00	
10 Technical Staff	\$90.00	
2 EXPENSES		
01 Automobile Mileage, per mile.....	\$0.72	
02 Meals, per day	\$45.00	
03 Lodging, per day	\$95.00	
04 Airfare, Car Rental, Parking, other job-related costs		Actual cost x 1.10
05 Infrared Camera, per hour		\$220.00
06 Add'l Professional or Contractor Services		Invoice x 1.10
07 Window Testing Equipment, per day		\$250.00
3 FIELD SAMPLING/TESTING		
01 Personnel Services as in #1 above		
02 Built-up Roof Sample Analysis for Material Quantities and Workmanship, per sample		\$280.00
03 Single-ply Thickness Determination, per sample		\$75.00
04 Fastener Withdrawal Test, each		\$100.00
05 Bubble Gun Test for Air Barriers, per set		\$150.00
06 Adhesion Test for Air Barriers, per set		\$150.00
4 LABORATORY TESTING		
01 Built-up Roof Systems		
A. Roof Samples		
1. Without flood coat or gravel, Jennings Method		\$280.00
2. Without flood coat or gravel, ASTM D 3617 (12" x 12")		\$280.00
3. Surfacing inclusive, Jennings Method.....		\$320.00
4. Surfacing inclusive, ASTM D 2829, ASTM D 3617		\$320.00
B. Analysis of Bitumen		
1. Softening Point, ASTM D 36.....		\$250.00
2. Penetration, ASTM D 5		\$115.00
3. Flash Point, ASTM D 92		\$125.00
C. Moisture Tests		
1. Felt only, ASTM D95.....		\$100.00
2. Built-up Roof Membrane, ASTM D 95		\$160.00
3. Thermal Roof Insulation, oven dry method		\$160.00
D. Mineral Aggregate, ASTM D 1863, Sieve Analysis, ASTM C 136		\$160.00
02 Single-ply Systems		
A. Membrane Thickness		\$85.00
B. Insulation Density.....		\$85.00
C. Ballast-mineral Aggregate, Sieve Analysis, ASTM C 136.....		\$80.00
03 Pavement Systems		
A. Coarse and Fine Aggregate Sieve Analysis, ASTM C 136		\$80.00
B. Coarse and Fine Aggregate Wash Sieve, ASTM C 117		\$80.00



**4444 Airpark Boulevard
Duluth, MN 55811**

EMS UPGRADE PLUS SERVICE AGREEMENT PROPOSAL



The One Choice.

From Security Solutions to Building
Automation. We Have You Covered

CUSTOMER

ISD 709 Duluth Schools
730 East Central Entrance
Duluth, MN 55811

UHL|ABE SCHEDULING/SERVICE
(218) 727-1767



4444 Airpark Boulevard
Duluth, MN 55811
218.727.1767

Service Upgrade Agreement

ISD 709 Duluth Schools

730 East Central Entrance
Duluth, MN 55811

Attention: Dave Spooner

Scope of Work

UHL|ABE is pleased to provide ISD 709 Duluth Schools with a (5) year Energy Management System (EMS) upgrade and service maintenance agreement. UHL|ABE will provide inspections to ensure that equipment is operating at optimum peak efficiency. This contract will include a system network controller upgrade with all associated programming.

Advantages of an Energy Management System service agreement

1. Reduce energy consumption.
2. Lower operating costs.
3. Minimize equipment down time.
4. Extend the life of the equipment.
5. Maintain comfort throughout the building.
6. Improve indoor air quality.
7. UHL|ABE contract customers will save an average of \$20/hr over non-contract customers on all service related work.





UHL|ABE Safety

UHL|ABE Environmental Systems is committed to providing a safe work environment for our employees and customers; we are continually applying safety to all areas of our organization. Our safety program includes comprehensive annual and ongoing safety training, including the use of personal protection equipment, weekly toolbox talks, and the clear expectation that our employees must work safely.

1. UHL|ABE is Lead-safe Certified under the new Environmental Protection Agency (EPA) Lead-Safe Law, which went into effect April 22, 2010.
2. UHL|ABE continues to be a member of the Minnesota Safety Council and attends the Minnesota Health & Safety conference every year.

Responsibilities of the Contract

1. UHL will Provide 8 hours per year of owner directed maintenance on the districts Niagara building automation systems
2. UHL will prioritize service based on owner directed needs, then preventive maintenance task lists and firmware/software upgrades.
3. This contract includes installing all available software updates for server and all Niagara network controllers.
4. This contract will be completed during normal business hours Monday-Friday from 7:00am-3:30pm.



Equipment Coverage and Services

ISD 709 Duluth Schools controllers inspected and tested under a 3 year contract

Controllers	Quantity	Manufacturer
ENS	1	
ENC	6	Schneider Electric
MNB-1000	32	Schneider Electric
MNB-300	12	Schneider Electric
MNB-70	52	Schneider Electric
MNBV2-2	214	Schneider Electric

ISD 709 Duluth Schools Covered Services

ENTERPRISE SERVER TASK LIST

<input checked="" type="checkbox"/>	1. Verify Setup and Operation of Graphic Screens
<input checked="" type="checkbox"/>	2. Verify Setup and Operation of Report Logs
<input checked="" type="checkbox"/>	3. Verify Setup and Operation of Trend Storage
<input checked="" type="checkbox"/>	4. Verify Setup of Users and Password Levels
<input checked="" type="checkbox"/>	5. Check Anti-virus Status
<input checked="" type="checkbox"/>	6. Visually Inspect Hardware for Signs of Physical Damage
<input checked="" type="checkbox"/>	7. Report any Problems to Customer
<input checked="" type="checkbox"/>	8. Tag Equipment as PM Complete
<input checked="" type="checkbox"/>	9. Take a Copy of License and Store it with Backup Files

AUTOMATION SERVER TASK LIST

<input checked="" type="checkbox"/>	1. IP Address
<input checked="" type="checkbox"/>	2. Manufacturer
<input checked="" type="checkbox"/>	3. Model Number
<input checked="" type="checkbox"/>	4. Serial Number
<input checked="" type="checkbox"/>	5. REV Level
<input checked="" type="checkbox"/>	6. CPU
<input checked="" type="checkbox"/>	7. Monitor
<input checked="" type="checkbox"/>	8. Area Served
<input checked="" type="checkbox"/>	9. General Appearance Good, No Apparent Damage
<input checked="" type="checkbox"/>	10. Equipment Labels Affixed
<input checked="" type="checkbox"/>	11. Tighten all Connections
<input checked="" type="checkbox"/>	12. Supply Voltage to Controller Meets Manufacturer Specifications
<input checked="" type="checkbox"/>	13. Check and Diagnose any Alarms in the Past 14 Days
<input checked="" type="checkbox"/>	14. Execute Reports - Verify Correct Errors. Note Errors due to Failed Hardware
<input checked="" type="checkbox"/>	15. Check System Resource Count. Enter in Notes
<input checked="" type="checkbox"/>	16. Check Processor Percentage Idle. Enter in Notes
<input checked="" type="checkbox"/>	17. Remove Power. Check that Unit Operates on Battery
<input checked="" type="checkbox"/>	18. Create a Full Backup Including Graphics
<input checked="" type="checkbox"/>	19. Verify Date and Time are Correct
<input checked="" type="checkbox"/>	20. Environmental Conditions According to Manufacturer Requirements
<input checked="" type="checkbox"/>	21. Apply any Customer Requested Upgrades if Any
<input checked="" type="checkbox"/>	22. If Upgrades were Performed, Repeat Steps 14-18
<input checked="" type="checkbox"/>	23. Take a Copy of License and Store it with Backup Files

Terms and Payment

This service agreement shall begin on the **1st** day of **July, 2021** and shall continue for a period of (5) year(s) and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon a thirty day written notice prior to the anniversary date of this agreement. Additional terms and conditions (“Terms”) are located on page 7 of this form.

Contract Cost Per Year

Year	Yearly Cost
7/01/21– 06/30/22	\$1,763.00
7/01/22 – 06/30/23	\$1,824.00
7/01/23 – 06/30/24	\$1,888.00
7/01/24 – 06/30/25	\$1,954.00
7/01/25 – 06/30/26	\$2,022.00

In addition to the annual contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

Invoices will be issued **annually** as agreed. Payment will be made within 30-days of invoice date.

This proposal, including the attached pages, other Terms set forth on page 7, special conditions and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by UHL|ABE. This agreement supersedes all prior presentations and agreements not incorporated herein. This proposal is valid until: **July 1, 2021**.

Required Signatures:

Submitted for: UHL	This agreement is accepted for: ISD 709 Duluth Schools
Approved by: Garrett Niska	Approved by: (Please print) Catherine A. Erickson
Title: Account Manager	Title: CFO
Signature: <i>Garrett Niska</i>	Signature: <i>Catherine Erickson</i>
Dated: 6/21/2021	Dated: 6/25/21
Phone: 218.727.1767	Phone: 218-336-8704

01-E-015-810-000-305-000

UHL Company, Inc. – Terms and Conditions

1. This energy management system full service agreement (the “Agreement”) by and between UHL Company, Inc. (“UHL”) and the customer listed above (the “Customer”) shall be for an initial term of five (5) year(s) beginning on start date set forth above (the “Effective Date”). Following the expiration of the initial term, this Agreement shall automatically renew on each anniversary of the Effective Date for a one (1) year term until terminated as set forth herein. This Agreement may be terminated by either party after its initial term, or renewal term as the case may be, by giving written notice to the other party at least thirty (30) days prior to the anniversary of the Effective Date. Agreement pricing is subject to change after each anniversary date. In the event of early cancellation or default, the Customer shall pay to UHL the entire amount remaining due under the Agreement. The Customer further agrees to pay all expenses, damages and costs, including reasonable attorney’s fees, incurred by UHL in collecting the outstanding amount.
2. It is agreed that the Customer shall provide and permit reasonable access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However UHL will be allowed to start and stop all equipment as necessary to perform its services.
3. The Customer shall pay UHL, in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existing or future laws with respect to the transfer, use, ownership or possession of equipment to which this Agreement relates, exclusive of ordinary personal property taxes assessed against the UHL Company.
4. Remedial maintenance to be performed during normal working hours (7:30 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services unless otherwise stated, including major repairs performed under this Agreement. Service may be provided on evenings, weekends and during public holidays on application at additional cost.
5. This Agreement assumes that all pieces of equipment are in proper operating condition. UHL shall inspect and report to the Customer any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond UHL’s control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, UHL will make recommendations and assist in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the Customer unless otherwise stated in this Agreement. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work performed, and the agreement price shall be adjusted accordingly. UHL shall, for the duration of the Agreement, keep the equipment described configured to the manufacturer’s original specifications, in satisfactory operating condition and shall supply replacement parts for the equipment, required as a result of normal use, provided such parts are available. If parts are not available from the original manufacturer or supplier, UHL will use its commercially reasonable efforts to obtain substitute parts of equipment quality and performance, either new or previously used. Faulty parts when removed from the equipment shall become the property of UHL.
6. This Agreement applies only to equipment installed prior to effective date of this Agreement and as described in the Agreement. If the system is modified, changed or altered, if any equipment is added, or if the system is removed within the premises or to other premises, then UHL, at its sole option, reserves the right to re-negotiate the Agreement based on the condition of the system after the changes have been made.
7. It is agreed any repairs or services resulting from but not limited to electrical power failures, low voltage, burned out main or branch fuses, freezing, roof leaks, corrosion, or lightning strikes will be paid for by the Customer in accordance with UHL currently established rates.
8. The Customer shall at all times be responsible for the daily care and maintenance of the equipment as outlined in the appropriate section of the operation manual for the equipment, and shall ensure that the environment within the equipment is operated as such that it causes no loss of performance or reliability. In the event that UHL is required to make any repairs, replacement and/or emergency calls by the improper operation, control environment, misuse of equipment covered by this Agreement or any cause beyond the Customer’s control, the Customer shall reimburse UHL for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service.
9. The Customer is responsible for the replacement or repair of the heating, cooling, & ventilating systems, including but not limited to ductwork, water & air balancing, decorative casings, equipment painting, boiler shell & tubes, boiler refractory, pumps, heat exchangers, condensers, dry coolers, chillers, cooling tower, and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, heating/evaporative/cooling coils, disconnect switches, and electrical power wiring.
10. It is agreed the Customer is responsible for the addition of any items of equipment or performance of any safety test or correction in the design as recommended or required by any insurance company, government, state, municipalities or other authorities.
11. In the event of failure to perform its obligations, UHL’s liability is limited to repair or replacement of the equipment, at its option; such shall be the Customer’s sole remedy. IN NO EVENT SHALL UHL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER

SUCH DAMAGES WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. The Agreement does not include responsibility for system design deficiencies, such as but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
13. UHL will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
14. UHL warrants it is protected by Worker's Compensation insurance, general liability insurance and property damage insurance policies. Certificates for all such insurance policies will be provided to Customer upon written request.
15. UHL shall not under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a grossly negligent act or omission by the UHL Company's agent, employees or subcontractors. In no event shall UHL be liable for business interruption losses or consequential or speculative damages.
16. All payments under this Agreement are due within thirty (30) days of UHL's invoice date. In the event payments are not received by UHL within thirty (30) days of becoming due, UHL may charge interest on any unpaid balance at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid. In addition, UHL may, in its sole discretion, suspend performance of any services under this Agreement until payment in full of all outstanding amounts. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights. The Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting any outstanding amount.
17. Unless otherwise specified in the Agreement, UHL will not furnish any performance or material payment bond.
18. The Agreement does not include repairing any damage resulting from improper/inadequate service not supplied by UHL.
19. All material and equipment furnished and installed by UHL will carry the manufacturer's standard warranty. THIS WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE OWNER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS. UHL makes no warranty, express or implied regarding the equipment.
20. UHL's pricing does not cover any cost that may be incurred due to hazardous material or its removal or disposal, unless specifically provided for in the attached Proposal. If such costs are incurred by UHL, they will be passed on to the Customer without the need for written approval.
21. All planned and routine labor is to be performed during UHL's normal working hours unless specified elsewhere this Agreement.
22. This Agreement constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and the Customer represents and warrants that it has not relied on any representations made by UHL that are not contained herein.
23. These Terms may in some instances conflict with some of the terms and conditions or other document issued by the Customer. In such case, the Terms contained herein shall govern and acceptance of this Agreement is conditioned upon the acceptance of the Terms herein.
24. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of God, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, fire, theft, floods, accidents or any cause beyond the reasonable control of UHL.
25. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of UHL. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Customer of any of its obligations under the Agreement.
26. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
27. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
28. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would cause the application of any jurisdiction other than those of the State of Minnesota.
29. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of June, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Alexandra Breilein, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

- Dates of Service.** This Agreement shall be deemed to be effective as of 6/14/21 and shall remain in effect until 8/31/21, 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.
- Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
HR related duties: filing, letters, phones, screening, work history
- 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.

- 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 \$ 20 hourly and \$ 4800 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: Leanne Hoffman Healyk, 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 (mailing address with zip)

2711 W. 8th St.

Duluth, MN 55806

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

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

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

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

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

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

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

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

Workers' Compensation Insurance: Contractor must provide 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.

Fernando Guillen [REDACTED] 6/15/21
 Contractor Signature SSN/Tax ID Number Date
 Luan Huplin Havelock 6/10/21
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	012	105	000	170	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

Catherine [Signature] 6/25/21
 CFO / Superintendent of Schools / Board Chair Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 25th day of May, 2021

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Timothy Sworsky

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Timothy Sworsky (the “Parties”) entered into the contract (the “Contract”) dated April 7th, 2021, for the purpose of providing transition services to the Director of Human Resources.
- 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 \$11,000.00.

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

05/27/21

Date



Program Director

6/2/21

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.

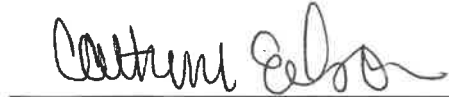
This contract is funded by either (1) the following budget (include full 18 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

5-2-21

Date



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER


Program Contract

School Groups

Erica Wittmers-Graves	erica.wittmers-graves@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p>Deposit: You have made a reservation to stay for April 13, 2022 - April 15, 2022 with 100 participants. To hold your reservation we require a deposit of \$1,500.00. This contract is valid for 30 days after receipt.</p> <p>Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i></p>	

By signing below, I agree to the terms listed above:

Printed Name:	Title:	
Signed Name	Date	
Billing Contact: Billing email address:	Billing Address:	
Cardholders Name: [] same as billing contact	Cardholders address: [] same as billing address	
Credit Card #	Exp Date:	CVV:
If unable to pay at this time, when can we expect your deposit?		


Catherine Erickson, CFO

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: June 9, 2021

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Residential Services, Inc.

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 215 North 1st Ave East, Duluth, MN 55802, a school district.

Services

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin **July 26, 2021** and shall not extend beyond **August 12, 2021**, the contract not to exceed **12 days** and **16 hours per week**. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed **\$1,032.00** for the time worked with [REDACTED] while participating in school activities.

**Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor*, and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during times of Distance Learning only.

Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

Services to be provided at school site(s)

Services to be provided in the student's remote learning setting.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jackie Ward
215 N 1st Ave E
Duluth, MN 55802

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

4

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

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.

Residential Services Inc.

Signed: _____

Title: _____

Date: _____

Duluth Public Schools

Signed: Jackie Ward Signed: Cathie Eason

Title: Asst. Director of Special Services Title: CFO

Date: June 11, 2021 Date: 6/18/21

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Barb Nicol of Barbara Nicol Public Relations, 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 June 1, 2021 and shall remain in effect until September 1, 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.**

Contractor will provide confidential communications support to the Superintendent and his designees on issues identified by the Superintendent. Services may include:

- Strategic communications counsel
- Writing
- Review of district presentations and materials

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 \$125 hourly and \$10,000.00 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 via email or in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Superintendent John Magas, 215 North 1st Avenue East, Duluth, MN 55802. Please email invoices directly to Accounts Payable using 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 (mailing address with zip) Barbara Nicol Public Relations, 4025 Queen Av S, Minneapolis, MN 55410.

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:

N/A
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.

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 6/1/21

 Program Director _____ Date 6/2/21

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).

01	E	005	020	000	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 6-2-21

AGREEMENT TO PROVIDE SERVICES

On this 24th day of June 2021, the Center for Educational Leadership (CONSULTANT) and Duluth Public Schools (DISTRICT) agree to the following:

1. The CONSULTANT shall perform the following services: (attach additional page if necessary) **see attached scope of services.**
2. Consideration and Conditions of Payment:
 - a. In consideration for services provided under the terms of this agreement the DISTRICT shall pay the CONSULTANT **Seventy-one thousand three hundred dollars (\$71,300).**
 - b. Payments shall be made by the DISTRICT within 45 days of date of invoice upon presentation of an invoice by the CONSULTANT.
 - c. All services provided under this agreement shall be performed to the satisfaction of the DISTRICT, and no payment shall be made for any portion of this project not performed in a satisfactory manner.
 - d. The DISTRICT and CONSULTANT agree that services will be delivered virtually if in-person delivery is not possible due to travel restrictions from either party.
3. This Agreement shall become effective **July 1, 2021**, and shall terminate on **June 30, 2022**.
4. This Agreement may be canceled prior to termination date shown in Section 3. above by either of the parties upon written notice and without showing cause. In the event that this Agreement or any of the services outlined in section 1. above are canceled prior to the termination date specified in section 3, the CONSULTANT shall be entitled to payment as follows:
 - a. If cancelled prior to 90 days of the scheduled date(s) of service then DISTRICT will have no obligation to pay for the day(s) of service including the daily rate, travel, project management and overhead.
 - b. If cancelled between 60-90 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 50% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
 - c. If cancelled within 60 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 100% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
5. The CONSULTANT herein expressly waives to the DISTRICT any claim to copyright pertaining to all materials, publications, and documents, produced as a result of this agreement and agrees that the DISTRICT shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
6. The CONSULTANT shall neither assign nor transfer any part of his/her interest in this agreement without the express written consent of the DISTRICT.
7. No changes may be made in the terms or conditions of this agreement, except by the mutual written consent of the parties hereto.
8. No payment or reimbursement shall be made under this agreement for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule or regulation.
9. Payment for services under this agreement shall be reported to the Internal Revenue Service, as required.

Digitally signed by mjdots@uw.edu
DN: cn=mjdots@uw.edu
Date: 2021.06.29 12:54:54 -07'00'

Consultant Signature Date

Center for Educational Leadership
Consultant Name (Please print)

Center for Educational Leadership
Campus Box 358731, 222 Miller Hall
Seattle, WA 98195
206-221-6881

91-6001537
Federal Tax ID Number

6/30/21

Catherine Erickson, CFO
Superintendent/Administrator Signature Date

Catherine A. Erickson, CFO
Superintendent/Administrator Name (Please print)

01 E 005 020 000 305 000

Duluth Public Schools - Leading Equitable Schools

Proposal created: June 9, 2021

Center for Educational Leadership
UW College of Education
Campus Box 358731, 222 Miller Hall
Seattle WA 98195

Proposal created by:
Max Silverman
silvermx@uw.edu

OVERVIEW

The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes. After learning about Duluth Public Schools' goals, CEL proposes to support Duluth Public Schools in the 2021-22 school year to further develop equity-centered, learning-focused leaders who make students happy, proud, and inspired to realize their limitless futures.

Research continues to highlight the importance of principal performance for student learning. Through our professional learning, we will focus with you on critical practices for Leading Equitable Schools. Using the research-based 4 Dimensions of School Leadership as a guide for reflection, equity-driven leaders will develop knowledge, mindsets, and skills for how to privilege student experience in new ways, build a foundation for collective efficacy towards more equitable school practices, and strengthen self-awareness of how bias and privilege influences collective leadership.

This approach follows from CEL's theory of action that student social, emotional, and academic learning will not improve until the quality of teaching improves, and that the quality of teaching will not improve until leaders understand what constitutes high-quality instruction and learning environments, along with the role leaders play in improving instructional practice, learning environments, and student learning.

Partnership outcomes

Participants will develop:

- New ways to privilege student, parent and community voices regarding the experiences they have and want to have in school
- Draft visions of equitable student experiences, learning outcomes and teaching practices that address the needs of all learners, and particularly those students furthest from justice
- A shared understanding of how curriculum and teaching aligns to the vision for equitable student experiences, learning outcomes and teaching practices
- Deeper reflective practice that emphasizes self-awareness and identification of biases
- Shared ways for central office leaders to support principals as equity centered leaders

We outline our fees and approach below.

PROFESSIONAL LEARNING	DAYS (QUANTITY)	PRICE
Leading Equitable Schools	11	\$45,100.00
Central Office Coaching (1/2 day blocks)	10	\$18,000.00
Other - Central Office Transformation Retreat	2	\$8,200.00
TOTAL		\$71,300.00

DESCRIPTION

Activity: Professional Learning Sessions

5 one-day sessions with 1 CEL facilitator

Professional learning sessions will support leaders to deepen understanding of key knowledge, skills, and mindsets for leading for equity in schools. Learning sessions will center on the 4 Dimensions of School Leadership™ framework and include other tools such as CEL's Student Experience Story Guide and 5 Dimensions of Teaching and Learning™ instructional framework.

Activity: Embedded Learning Sessions

6 days: 3 one-day learning sessions for 2 cohorts of 12-15 participants

Embedded learning sessions will focus on opportunities for leaders to practice the skills and mindsets developed in the learning sessions. Embedded learning sessions may include:

- School walkthroughs
- Focus group sessions with students
- School culture walks
- Focus group and working sessions with teacher leaders

CEL will collaborate with you to determine which embedded opportunities will best support the learning of the group based on your context and goals.

Activity: Central Office Coaching

40 hours of virtual or in-person coaching (in person coaching can occur on days adjacent to other work when CEL staff are on the ground in Duluth)

- Coaching support for central office leaders to ensure application and sustainability of learning.

Activity: Other: Central Office Retreat

2 day session with 1 CEL facilitator

Retreat for central offices focused on learning and beginning to apply the research on central office transformation, with a specific focus on supporting principals as equity leaders.

Please note that fees for central office coaching will be reflected in total on your first invoice.

Unless otherwise specified, the cost of this proposal is based on in-person rates. Invoices will be adjusted to reflect virtual rates for any work that happens virtually.

KEY CONTACTS

Partnership Sponsor - John Magas - john.magas@isd709.org

CEL Partnership Manager - Max Silverman - silvermx@uw.edu

Contracts -

CEL Contracts - Mindy Dotson - mjdotson@uw.edu





Duluth Public Schools - Admin Retreat

Monday, June 14, 2021

EVENT CONTRACT

ACCOUNT: Melinda Thibault
CONTACT: Melinda Thibault
EMAIL: melinda.thibault@isd709.org
PHONE: (218) 336-8752
ADDRESS:

SALES MANAGER: Courtney Lovas
EMAIL: clovas@glaquarium.org
PHONE: (218) 740-3474

EVENT SUMMARY

Name	Date	Time	Areas	Guests	Setup Start
Duluth Public Schools - Admin Retreat	6/14/2021	8:00am - 4:00pm	Discovery Center	50	

RENTAL FEES AND ITEMS

Qty.		Price	Total
1	Discovery Center Rental Water & Wind Rooms Daytime With Admission	\$800.00	\$800.00

FOOD & BEVERAGE NOTES

Catered lunch - Time TBD

A/V AND OTHER ITEMS

Qty.		Price	Total
1	Coffee & Tea Bar	\$50.00	\$50.00

SETUP

Arrival Time - TBD

Items to discuss:

- Room Set Up

-A/V Needs

ESTIMATED BILLING

		Total
Food & Beverage		\$50.00
Rental Fees and Items		\$800.00
Subtotal		\$850.00
<hr/>		
Sales Tax	8.875%	\$4.44
25% Off - School Discount		-\$200.00
Grand Total		\$654.44
<hr/>		
Estimated Amount Due		\$654.44



Duluth Public Schools - Admin Retreat

Monday, June 14,
2021

TERMS AND CONDITIONS

EVENT CONTRACT

Great Lakes Aquarium is a community gathering space that supports a positive personal attachment to the Lake Superior region through hands-on discovery, engagement and programming with live animals, and the presentation of information and ideas related to conservation. Great Lakes Aquarium provides a unique setting to strengthen relationships through shared memory-making, enhance social and investigative skills, and expand world views by connecting all people to the water and wildlife of Lake Superior and beyond.

Great Lakes Aquarium is a 501(c)(3) non-profit organization.

SMOKING

Great Lakes Aquarium is a non-smoking facility. Smoking is prohibited inside Great Lakes Aquarium or on its grounds.

EXHIBIT CHANGES

Circumstances may require exhibit changes or repairs without notice. See **LIABILITY** section below.

PHOTOGRAPHY

Due to the health and safety of the animals, flash photography may be prohibited in some areas of Great Lakes Aquarium.

DECORATIONS & SOUND

All decorations, additional lighting and/or event set up must be approved by Great Lakes Aquarium's Event Coordinator in advance of the event. Decorations may be stored on site prior to the event if space allows. Decorations may be stored overnight and retrieved the following day upon approval from Great Lakes Aquarium Event Coordinator. Maximum volume is limited to 98 decibels. Aquarium staff reserves the right to limit volume level when necessary for the safety of the animals.

EVENT HOURS & SET UP

Great Lakes Aquarium is open to the public until 6 p.m. every day of the year with the exception of December 25th. All events will end no later than 11:59 p.m. on the day of the event unless Great Lakes Aquarium has given written approval to extend the event. Setup times may vary and must

be approved by Great Lakes Aquarium's Event Coordinator. It is the responsibility of the event host to relay setup information to external vendors, caterers, and/or other hired merchants.

SECURITY

A \$150 security fee is required with the reservation of Great Lakes Aquarium bar service in order to pay for services provided by a security guard.

PARKING

Great Lakes Aquarium agrees to provide up to 130 parking spaces for event guests, when available, to be included in venue rental fee.

CATERING

Certain licensed caterers have been pre-approved and can be recommended upon request. Other licensed caterers may be used upon approval by Great Lakes Aquarium's Event Coordinator. Caterer must provide all food and specialty nonalcoholic beverages. Great Lakes Aquarium must provide any and all alcoholic bar service. All food and beverages including desserts must be prepared in a licensed prep kitchen and contained in the designated areas of Great Lakes Aquarium. Linens and additional table and chair rental shall be either arranged with the caterer or through a separate company. ALL FOOD CLEAN UP MUST BE COMPLETED BY CATERING STAFF.

BAR SERVICE

Great Lakes Aquarium is committed to providing excellent service and selection for your bar service. Agreement to this contract finalizes the beverage needs of the client unless agreed upon by Great Lakes Aquarium's Event Coordinator. Specific items requested must be approved also by Great Lakes Aquarium's Event Coordinator. Great Lakes Aquarium reserves the right to refuse service to any customer deemed intoxicated or perceived to be under the influence of an illegal substance. It is standard that any Aquarium staff or bartender may ask for proof of legal ID prior to serving any individual an alcoholic product. Great Lakes Aquarium reserves the right to eject any guest from any event if their behavior causes undue stress to animals or presents a safety hazard to themselves, other guests, the facility, or the animal collections. No alcoholic beverages may be brought into or removed from Great Lakes Aquarium. Great Lakes Aquarium reserves sole right and responsibility for the above policies. These policies will be enforced judiciously at the discretion of Great Lakes Aquarium staff.

DEPOSIT AND BILLING

A deposit of fifty percent (50%) of the venue rental fee must be submitted with this contract. The remaining balance of the rental fee is to be paid no later than 11 p.m. on the day of the event. Payments can be made online at www.glaquarium.org/eventpayment or day-of, by check. Checks may be made payable to "Great Lakes Aquarium". Any invoices received after the event require payment due within ten (10) business days or be subject to late charges.

REFUND AND CANCELLATION POLICY

Cancellation requests must be submitted to Great Lakes Aquarium in writing. The effective date of cancellation will be the date Great Lakes Aquarium receives written notice. If an event is cancelled more than 180 days prior to your event date, your venue deposit will be fully refunded to you. If an event is cancelled less than 180 days but more than 120 days prior to your event date, fifty

percent (50%) of your venue deposit will be refunded to you. If an event is cancelled less than 120 days prior to your event date, your venue deposit will not be refunded to you.

FAILURE TO MAKE A PAYMENT/LATE PAYMENTS

Failure to make any payment required herein when due shall be considered a material breach of the contract by the group or organization renting the premises. Upon breach of contract Great Lakes Aquarium, at its sole option, may cancel and terminate this agreement. All unpaid invoices are subject to a late charge of 1.5% per month, 18% per year. All returned checks are subject to a 20% service charge.

LIABILITY

All groups and organizations shall indemnify and hold harmless the Great Lakes Aquarium, their agents and employees, against any and all damages, claims or other liability due to personal injury, death, or damaged/lost property of others arising out of reserved admission to the Great Lakes Aquarium, including claims for active or other negligence of the Great Lakes Aquarium or any of its employees or agents and any claims relating to the condition of Great Lakes Aquarium property or facilities even if caused by active or other negligence of Great Lakes Aquarium or its employees or agents. It is understood that you agree to pay in full for any and all damages incurred during your reserved date at the Great Lakes Aquarium.

ATTORNEYS' FEES

In the event any suit of action is instituted to enforce any of the terms or conditions of this agreement, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, including attorneys' fees on appeal.

ACCEPTANCE

By approving this proposal, and hereby signing this agreement, client agrees to abide by the terms and regulations specified in this contract and the client has read, understands and agrees to abide by the attached policies and procedures.

Client Signature

No signature on file



01-E-005-020-000-31de-000

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of June, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Laraine Mickelson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 6/14/21 and shall remain in effect until 6/14/21, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

June 14, 2021 Administrative Retreat

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 \$ _____ hourly and \$ 1,000 in total.

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

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: John Magas, 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 (mailing address with zip)

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

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

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

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

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

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

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

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

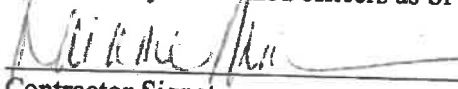
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

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 6/29/21

Program Director _____ Date _____

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

This contract is funded by either:

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

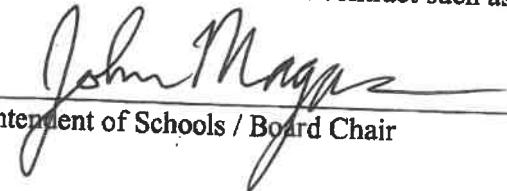
Please check the appropriate line below:

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

01	E	005	020	00	305	00
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 6/29/21

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of June, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and TeamWorks International, Inc., 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: *(See attached Proposal for Services)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of *March 4, 2021* and shall remain in effect until *December 01, 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.** *See Attached Proposal for Services*
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 \$ 22,500 in total plus expenses per attached proposal, *unless Agreement is extended by signed and dated Work Order (see attached Proposal)*.

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.

The District agrees to abide by all copyright laws regarding the use of TeamWorks International, Inc. copyrighted FrameWorks, materials, and documents.

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.

The total of all received damages cannot exceed the value of the contract.

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: John Magas, 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 (mailing address with zip)
Attn: Dennis Cheesebrow, 7037 20th Avenue South, Suite A, Centerville, MN 55038 .

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.



TIN # 39-1829483
SSN/Tax ID Number

June 18, 2021
Date

Program Director

Date

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

This contract is funded by either:

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

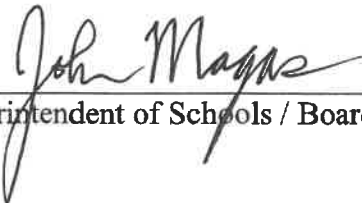
Please check the appropriate line below:

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

01	F	005	020	000	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

6/22/21

Date



**An Approach for District Leadership Structure and Design
and District Operational Plan Development with
Implementation for 2021-22**

June 18, 2021 (revised from May 6)



INTRODUCTION

Dr. John Magas, Superintendent of ISD 709 Duluth Public Schools has requested TeamWorks International, Inc. of Centerville, Minnesota to provide a Proposal for Services for leadership design with practices, protocols, and commitments for Office of the Superintendent team (Cabinet) as well as the District Leadership Team. Secondly, to finalize an Operational Plan for the 2021-22 school year complete with design of implementation plan and schedule.

In partnership with Duluth Public Schools and the leadership teams, several sessions were conducted during the past several months articulating status on initiatives and projects in progress or desired for the future.

In the December 2020 – February, 2021 timeframe, TeamWorks International, Inc was requested to provide coaching and consulting services in five (5) different, yet aligned sessions:

1. A four (4) hour session with the District Cabinet to review differing approaches to planning and to assess the continuous improvement and performance needs of the districts. A key outcome of this session was the learning that the district highest need was in the area of District Operational Plan development, in a highly focused, limited, and adequately resourced manner, and implemented consistently in schools across the district over the 2021 summer and the 2021-22 school year.
2. A one (1) hour session with the School Board to review differing approaches to planning and to present that a District Operational Plan was a more urgent need than embarking on a District Strategic Plan process that would have limited parent and public engagement due to current Covid 19 restrictions.
3. A two (2) hour session with the District Continuous Improvement Team to review differing approaches to planning and to discuss the needs, strengths, and concerns of a District Operational Plan development process
4. A three (3) hour session with elementary principals and district leaders to identify the
 - a. Top five elementary school needs for the next 18 months, and the top three initiatives to address those needs
 - b. Assessment of the Change Readiness of the elementary school staff and systems; what energizes and aligns, and what diminishes and slows down
 - c. Development of a DRAFT Operational Plan mapping of key Initiatives organized into Strategic Directions as well as “What Needs to Leave” for implementation success.
5. A three (3) hour session with secondary principals and district leaders to identify the
 - a. Top five secondary school needs for the next 18 months, and the top three initiatives to address those needs
 - b. Assessment of the Change Readiness of the secondary school staff and systems; what energizes and aligns, and what diminishes and slows down
 - c. Development of a DRAFT Operational Plan mapping of key Initiatives organized into Strategic Directions as well as “What Needs to Leave” for implementation success.

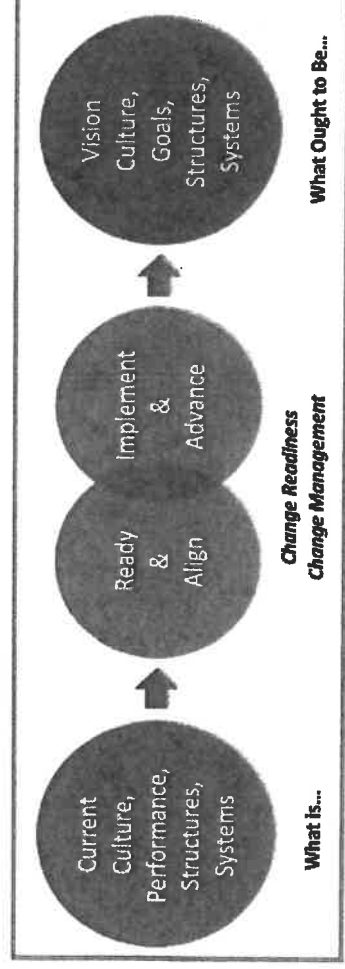
The outcomes of the Sessions 4 and 5 above are described in a February 6th, 2021 Report to the District. In moving forward from this point, the following District Operational Planning Process is provided for review, refinement, approval, and engagement:

- **Planning Assumptions DRAFT**

- The District should develop its shorter-term District Operational Plan with elements of the TeamWorks International Classroom to Boardroom Strategic Planning process for maximization of investment, and development of its capacity for continuous strategic planning and improvement over the traditional episodic 5 Year Strategic Plan approaches.
- The District Operational Plan through the 2021-22 SY should integrate the return to in-person learning with limited, and critical continuous improvement initiatives as well as school and department level projects, all organized into 4 – 6 Strategic Directions.
- The first key leverage point for implementation success will be school Principals acting as district leaders first, and building managers second, through the established School Leadership Teams.
- The second key leverage point for implementation success is the intentional and specific resourcing of limited initiatives and projects across all schools and departments in an equitable and strategic manner.
- The third key leverage point for implementation success will be the intentional and specific feedback loop and refinement process on a 60 day basis for the next 18 months to assure that School and Department-based Initiatives and Projects are moving through the designed details of action plans and the monitoring of results on a continuous basis.

On the following page is a draft design with details for Phase 1 to develop structures, practices, protocols and completing draft operational plan. Final step in Phase 1 is to redesign an implementation schedule and feedback loop to guide the process for 2021-22.

WHAT IS... WHAT OUGHT TO BE...



Sessions	Description	Participants	Date	Deliverables
Precursor	<p>Solidify the Operational Plan Map</p> <ul style="list-style-type: none"> Principal Meeting for review of February 6th session Report and refinement of initiatives and strategic directions Cabinet Meeting for review of DRAFT Operational Plan and risk analysis and mitigation 	<p>District leadership</p> <p>TWI Consultants</p>	<p>April 7</p> <p>3 hours</p>	<ul style="list-style-type: none"> District Draft Operational Plan for 2021-22 SY
One	<ul style="list-style-type: none"> Reorientation, grounding, context setting Develop / finalize Office of The Superintendent description, structure, and key commitments Provide on-going coaching and support process and expectations Identify and assign key action steps for next 10 days 	<p>Office of Superintendent (as determined by Supt)</p> <p>TWI Consultants</p>	<p>May 18</p> <p>3 hours</p>	<ul style="list-style-type: none"> Office of Superintendent description, structure, and key commitments Coaching and support design
Two	<ul style="list-style-type: none"> Refine Office of the Superintendent practices, protocols, and linkages to District Leadership Team District Leadership Team description, structure, and key commitments District planning and accountability structure assessment and redesign, if applicable Review past week of Action Step accomplishments Identify and assign key action steps for next 10 days 	<p>Office of Superintendent</p> <p>TWI Consultants</p>	<p>June 1</p> <p>3 hours</p>	<ul style="list-style-type: none"> Office of Superintendent description, structure, and key commitments District Leadership Team description, structure, and key commitments District planning and accountability structure description and key commitments Biweekly check in on progress Strategic Coaching Calls – Superintendent and Cabinet (as needed and desired)

<p>Three</p> <ul style="list-style-type: none"> Review / Final Draft Office of the Superintendent practices, protocols, and linkages to District Leadership Team District Leadership Team description, structure, and key commitments District planning and accountability structure assessment and redesign, if applicable 2021-22 SY Operational Plan <ul style="list-style-type: none"> Strategies and Initiatives Initiative resourcing and support Budget and staffing impact School and department leadership impact and expectations Change readiness and change management assessment and planning of sessions 1 – 3 for implementation Review past week of Action Step accomplishments Identify and assign key action steps for next 10 days 	<p>Office of Superintendent</p> <p>TWI Consultants</p>	<p>June 8</p> <p>6 hours</p>	<ul style="list-style-type: none"> 2021-22 SY Operational Plan Change Readiness and Change Management assessment and planning Biweekly check in on progress Strategic Coaching Calls – Superintendent and Cabinet (as needed and desired)
<p>Four</p> <ul style="list-style-type: none"> Review and sharing of Office of the Superintendent structure, practices, and protocols Review, sharing and refinement of District Leadership Team descriptions, structures, and commitments District planning and accountability structures review 2021-22 SY Operational Plan review, including resourcing and staffing Review Action Cards with focus on resource allocation, implementation timelines, professional development 	<p>Office of Superintendent</p> <p>District Leadership Team</p> <p>TWI Consultants</p>	<p>June 14</p> <p>3 hours</p>	<p>Review and feedback</p> <p>Refinement to Operational Plan as applicable</p>
<p>Five</p> <ul style="list-style-type: none"> After alignment of the Office of the Superintendent, commitment to operational plan initiatives, change readiness work and action card development, exploration, and development of a shared design for phase 2 - implementation 	<p>Office of Superintendent</p> <p>TWI Consultants (not present)</p>	<p>June 23</p> <p>3 hours</p>	<p>Design plan for implementation process of key initiatives of operational plan</p>
<p>Six</p> <ul style="list-style-type: none"> 2021-22 SY Operational Plan review, including resourcing and staffing Review Action Cards with focus on resource allocation, implementation timelines, professional development Introduction to VisionCards including development and refinement 	<p>Office of Superintendent</p> <p>TWI Consultants</p>	<p>TBD</p> <p>4 hours</p>	<p>Final 2021-22 SY Operational Plan</p> <p>Revised ActionCards</p> <p>Draft VisionCard</p>

Fee Estimate

Seven Sessions per above: 6 total days, \$15,000
Executive Coaching and Support: Up to 3 days, \$ 7,500

Classroom to Boardroom Planning and Performance Improvement Process

TeamWorks International, Inc. developed the unique Classroom to Boardroom Strategic Planning Process in response to several key and common experiences of public school districts across the nation, although descriptors below may not apply to all school districts:

- School districts develop strategic planning by moving from the public and boardroom to the classroom, largely leaving employees and school leadership teams at a minimal point of engagement and input
- School district strategic plans are mostly not implemented, nor result in measurable, positive improvement in experience or performance
- Governance and management planning and work is not differentiated, but meshed together, thus blurring lines of responsibility and accountability

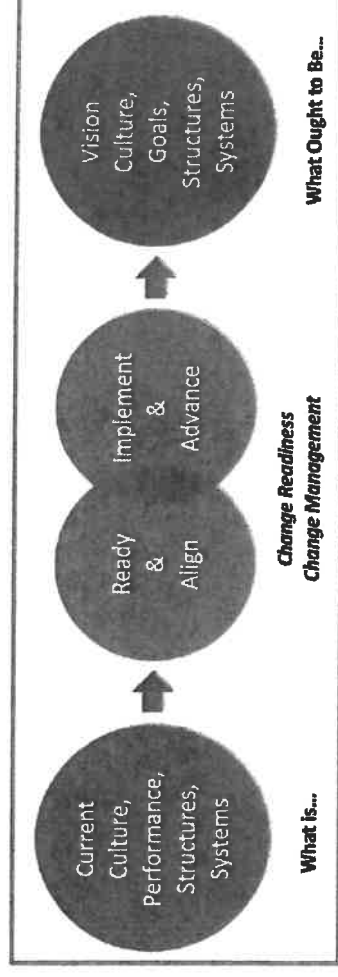
In the proposed Classroom to Boardroom Strategic Planning Process, development of a Comprehensive District Strategic Plan will include:

- Clear and compelling vision of the desired daily experiences for students, families, and staff
- Refined and aligned performance management system described in a District VisionCard
- Refined and aligned district continuous improvement initiatives described in a District 3 Year Operational Plan as well as School and Department Improvement Plans
- Refined and aligned District Mission, Vision, and Core Values described in a District Strategic Roadmap
- Developed 3 Year Board of Education Agenda aligned with District 3 Year Operational Plan

The Classroom to Boardroom Planning Process moves through phases and steps of:

- Assessment of the current reality and the story of the district over time, as well as the operational strengths and liabilities of the schools and departments in implementing continuous improvement.
- Development of the District Mission Delivery Point of the Desired Daily Experiences for Students, Families, and Staff as well as the District VisionCard of key measures and metrics of such outcomes
- Design of District Operational Plan , School Improvement Plans, and Department Improvement Plans across shared Strategic Directions and Initiatives as well as unique school and departments projects
- Alignment of the Board governance work and structure through a Board Agenda, Board structure and workflow, as well District Long Range Model and the required Monitoring Reports from the Office of the Superintendent for reporting, accountability, and appraisal

WHAT IS... WHAT OUGHT TO BE...

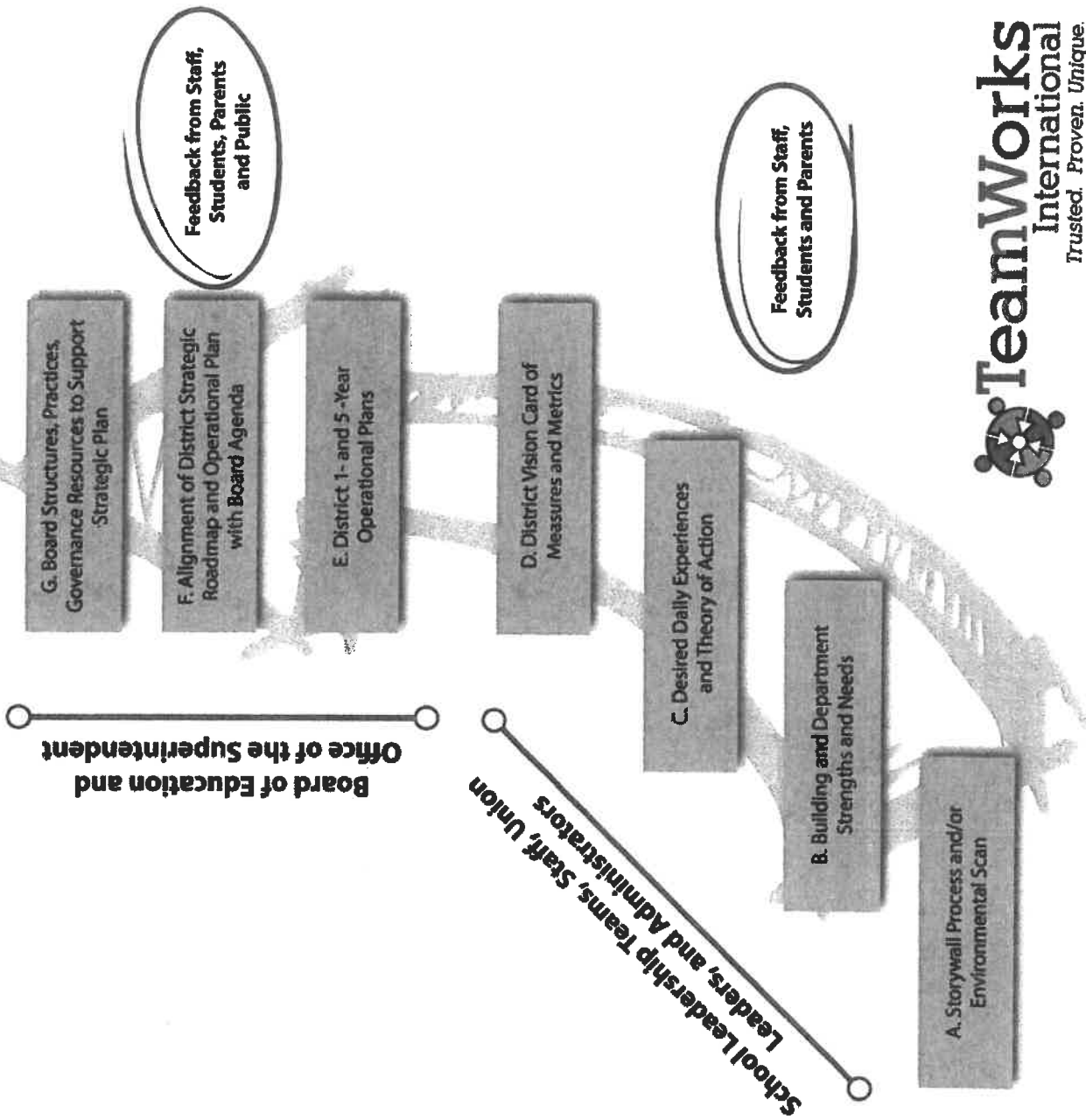


OUR "CLASSROOM TO BOARDROOM" STRATEGIC PLANNING PROCESS

This proposed process does not follow the typical public planning process in which parents and public drive the focus of the strategic and operational plans for schools and departments.

This process asks the staff and administrators to engage in, and be accountable for, a process of assessment, development, planning, and prioritization as the professional educators of the district.

Parents, students, and the public provide consultation at key points in the process, the School Board engages in the development of a Strategic Roadmap in its' governance work of oversight, policy, and community engagement rather than management work in developing the "nuts and bolts" of the District Strategic Plan for the



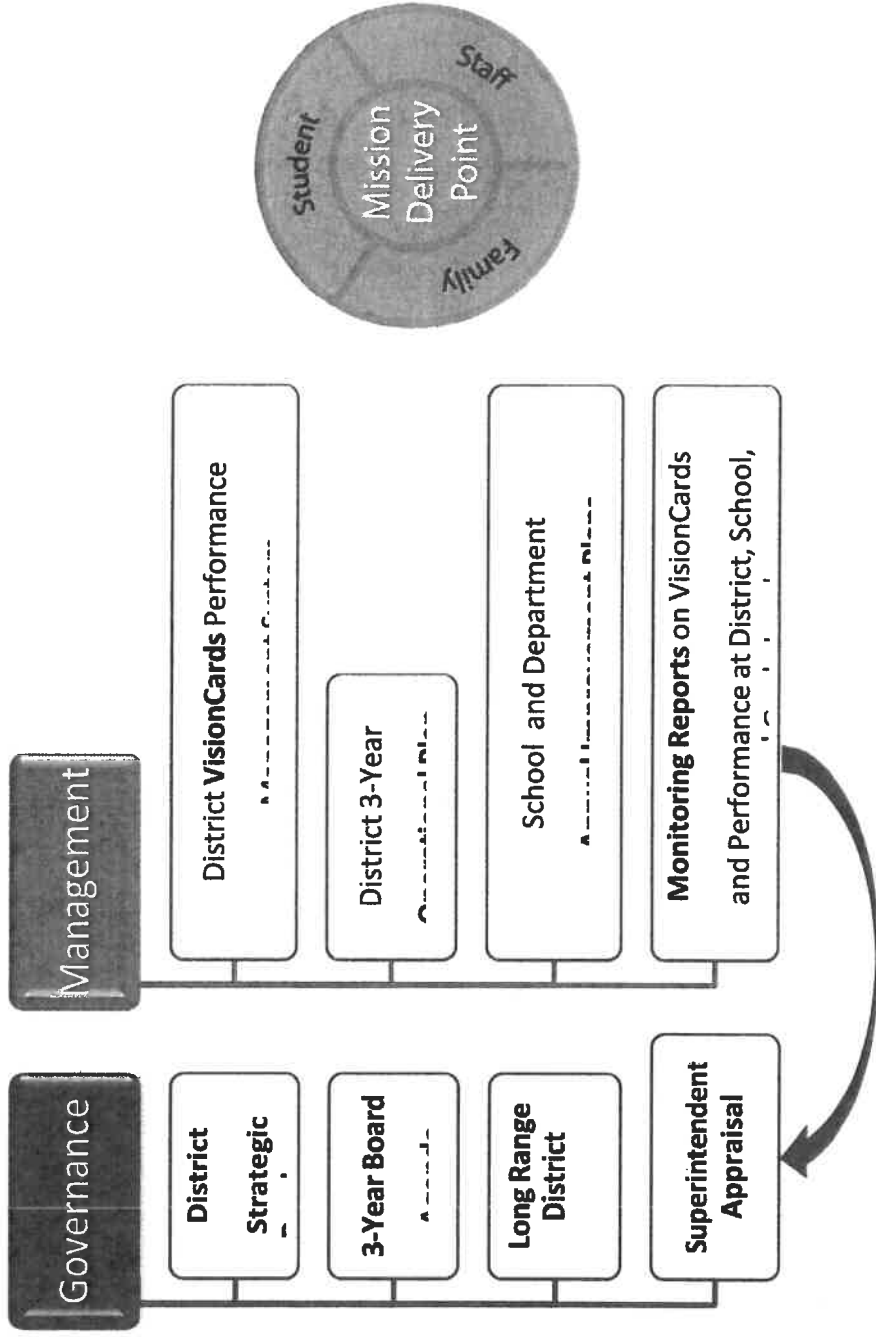
Key Deliverables of our “Classroom to Boardroom” Comprehensive Strategic Planning Process:

1. Full Environmental Scan and Story Wall Report to provide a baseline from stakeholders internal and external to the district.
2. Descriptive Vision for the Mission Delivery Point of the daily experiences of students, families, and staff.
3. District Theory of Action for each and every classroom that provides for that descriptive vision.
4. District VisionCard that defines the measures of success and the metrics that display the trends of improvement on the way to delivery on the vision.
5. District 3 Year Operational Plan of the key Strategic Directions for continuous improvement and the associated district initiatives across all schools as well as the unique school projects.
6. School and Department Annual Improvement Plans in alignment with the District 3 Year Operational Plan, District VisionCard, and Key Strategic Directions.
7. District Strategic Roadmap, which is an act of governance and describes on 1 sheet the Mission, Core Values, Vision, and Strategic Directions of the district.
8. Board of Education 3-5 Year Agenda which details the key work of the Board in parallel to the District 3-5 Year Operational Plan through the key roles of the Board of Education which are 1) District Policy, 2) Operational Oversight, 3) Board Self---Governance, 4) Superintendent Relations, and 5) Public Engagement.



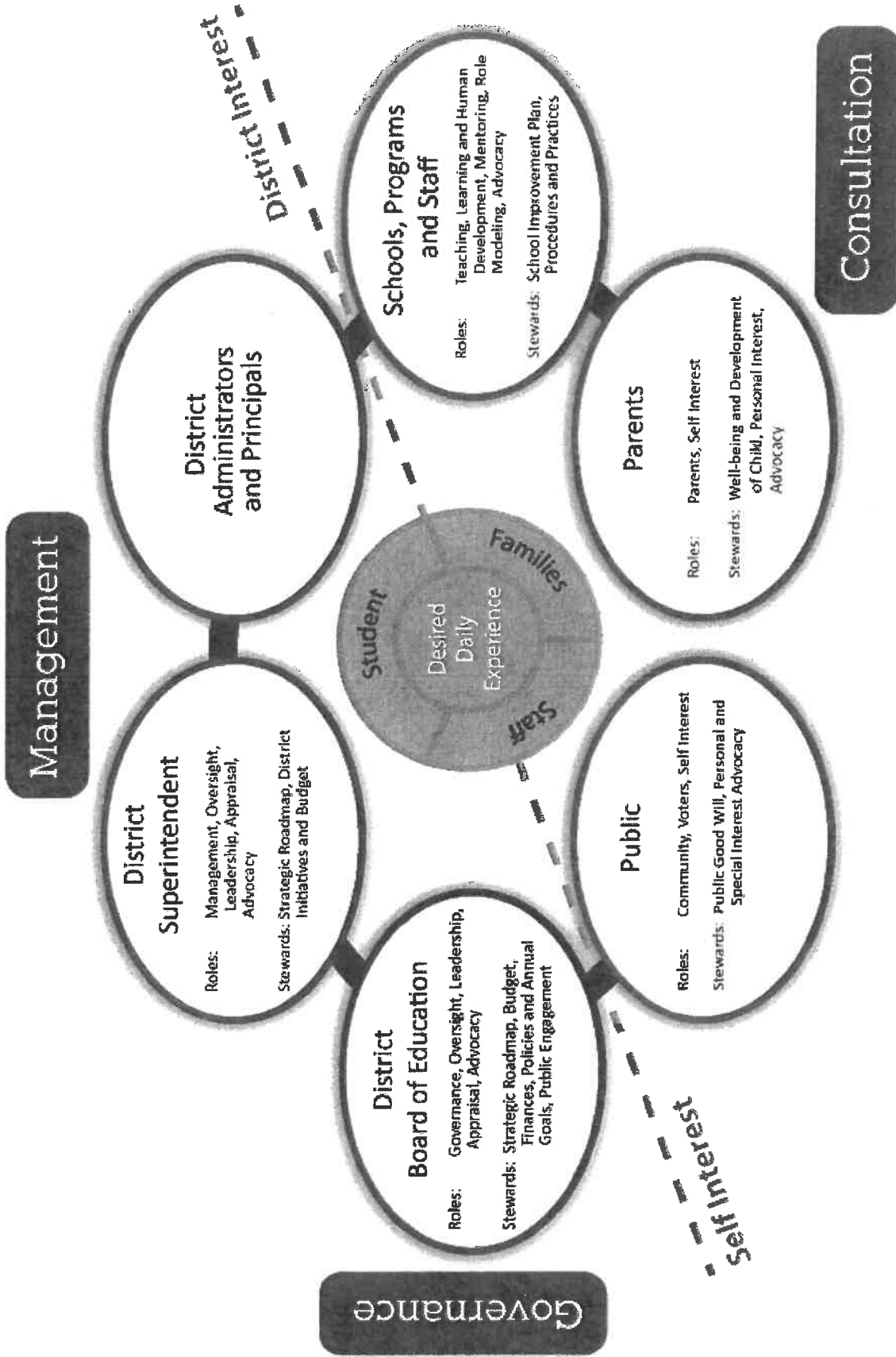
District Strategic Plan Key Elements and Ownership

The deliverables from the previous page provide the tools necessary for both the district management accomplishment of the plan and the board's governance responsibilities to provide the oversight and direction necessary for delivering on the vision of the district.



Education Leadership System (ELS)

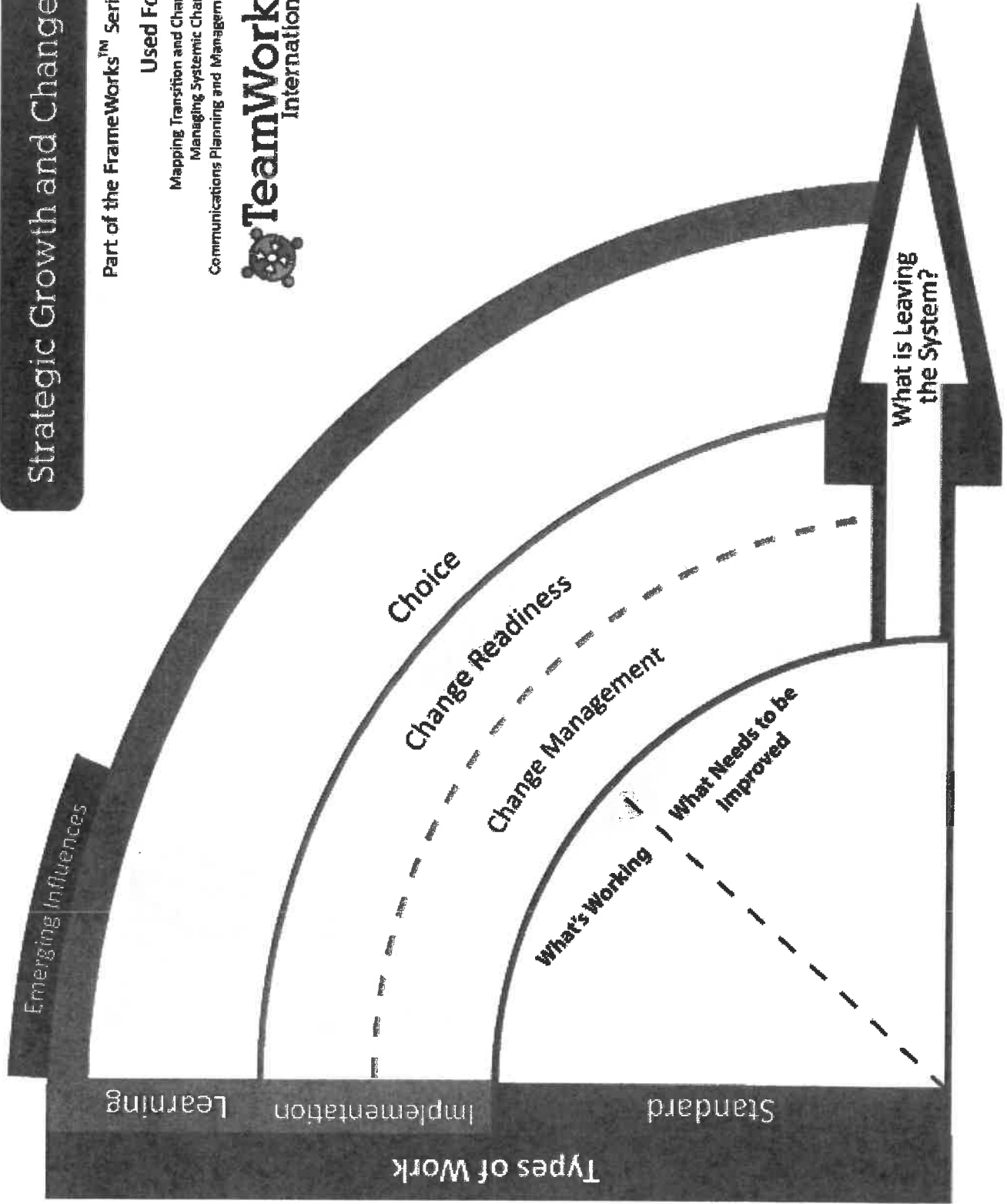
Part of the FrameWorks Series



Strategic Growth and Change

Part of the **FrameWorks™** Series

Used For:
Mapping Transition and Change
Managing Systemic Change
Communications Planning and Management

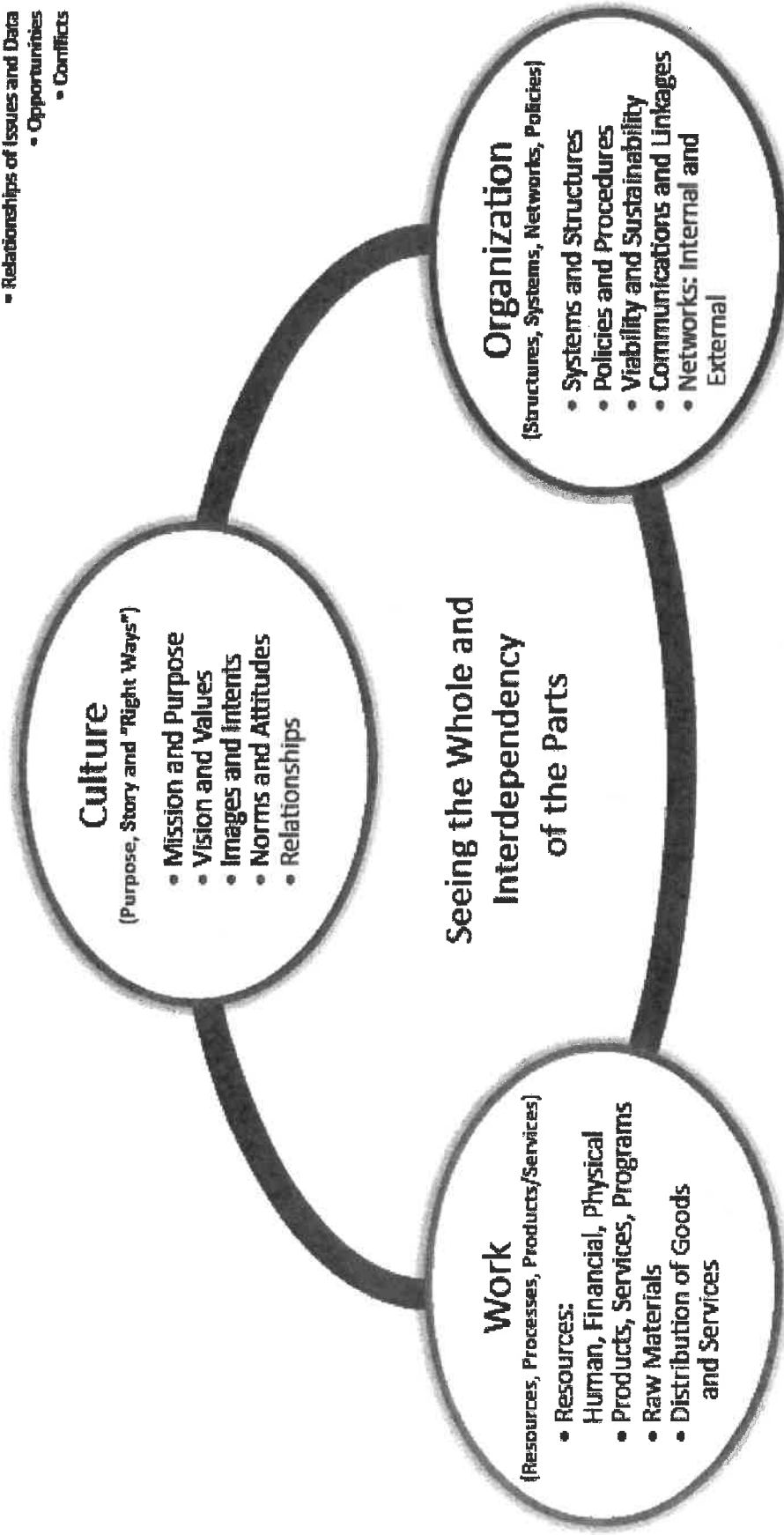


Whole System View

Part of the FrameWorks Series

Used For Assessment of:

- Situations "In the Moment"
- Relationships of Issues and Data
- Opportunities
- Conflicts



PARTNERSHIP LEADERSHIP

Individual District Management Team Coaching Services for situational, strategic, and executive coaching

TeamWorks International, Inc. is proud to offer expanded and deepened Leadership Coaching Services. These services are ideal for leaders moving into new positions, trying to support their organization or team through change, seeking to improve their own leadership skills, or considering a change in position in the future.

- ❖ **Situational Coaching; for individuals and small teams over the short term to address specific areas and issues of operational improvement and organizational development (including capacity for and application of TeamWorks International FrameWorks tools and processes)**
- ❖ **Strategic Coaching; for individuals and small teams over the mid – long term to address specific areas and issues of operational improvement and organizational development (including capacity for and application of TeamWorks International FrameWorks tools and processes)**
- ❖ **Executive Coaching; for executive professional development and support over the mid – long term in assessing their individual leadership styles, motivated abilities and limiters, raising awareness and capacities for increasing effectiveness in current responsibilities and/or transitions to next level of responsibility and leadership**
- In-person and distance-based 45-minute, half-day, and full day session options on a personalized and flexible schedule
- Clear goals for knowledge, skill, tools, and capacity development
- Specific feedback loops for individual and one's manager

Since 1995, TeamWorks International, Inc. has pioneered the knowledge, tools, and processes for Partnership Leadership in transforming how organizations and teams work to unleash innovation and ownership through *Partnering When WE Should (70 %)* and *Managing When One Must (30%)*. The FrameWork© Tools and Processes have proven to be effective, efficient, and energizing for individuals and groups in working in collaborative and rewarding ways.

For more than six years, TeamWorks International, Inc. has been investing in and building the quality resources needed to provide deep and broad Leadership Coaching Services.

TeamWorks International, Inc. Coaches

Dennis Cheesebrow	Ray Queener	Christine Wroblewski	Dan Hoverman	Sheri Allen
dennisc@teamworksintl.net	rayq@teamworksintl.net	christinew@teamworksintl.net	dan.hoverman@gmail.com	sheria@teamworksintl.net
651-387-0827	651-336-4015	612-414-7463	651-491-3725	507-475-1868

CONTRACT AND BILLING

- The proposed fees and process herein are valid for 6 months beyond the date on the cover of the proposal. If the proposal has not been agreed to within that time, it is invalid and a new proposal will be drafted.
- Upon discussion, refinement and approval of this Proposal for Services, this proposal will be an addendum to a formal contract between the Client and TeamWorks International, Inc.
- Invoices for completion of work will be on a monthly basis and reflect the services provided and expenses incurred during the previous 30 days.
- Additional services, outside the scope of this estimated proposal, may be provided at the rates presented above and with agreement of clients and consultant through a work order/proposal addendum.

EXPENSES

- Traveling expenses (flights, hotel, dining) are not included in the above quote. Mileage will be charged according to the IRS deductible costs.
- Materials quoted include, but are not limited to, session and workshop supplies not provided by the client, copies of materials by TWI, and professionally published materials provided by TWI

ADA CONSIDERATIONS

- At the beginning of the project, please alert TeamWorks International regarding the need for documents compatible for Assistive Technology or meeting facilitation conducive to participants with various needs.

INTRODUCTION TO TEAMWORKS INTERNATIONAL, INC.

For 26 years, TeamWorks International, Inc. has been working with organizations to enhance their capacity for strategic, constructive change resulting in realization of vision in practical and measurable ways. Our clients come from education, community, religious, business, and government settings but they share a common aspiration; to achieve their goals while remaining healthy, dynamic and accountable.

OUR MISSION

In partnership with school districts, we support design and delivery of the desired daily experience and outcomes for students, families, and staff in bridging the difference between What Is and What Ought to Be

OUR CORE APPROACH

- We honor our clients as competent and offer realism, hope and compassion in challenging situations.
- We take the time to really know our clients and their organizations.
- We customize our services specifically for each client and each situation.
- We are co-learners with our clients and recognize the value of their perceptions and insights.
- We have made a conscious choice to engage in this work in these environments and are deeply invested in our clients' success.

OUR TOOLS

Proprietary FrameWorks™ Series ~ FrameWorks are graphical images that help guide and support leadership and organizational development. Developed and delivered exclusively by TeamWorks professionals, these simple, memorable images provide both a process and a frame of reference through which leaders can interpret and manage complex webs of situations, environments, people, and influences.

OUR CORE SERVICES

Education Leadership System Services

The Education Leadership System (ELS) is an established approach for aligning school boards, administration, staff, and the public to increase learning for all students. ELS clarifies the roles, responsibilities, and relationships that are most often at the source of tension and conflict among these groups of adults.

Classroom to Board Room

We help clients integrate their mission, vision, strategies, structures, success systems and leadership practice. We then develop a roadmap for the ongoing organizational journey. Our comprehensive, practical and personalized approach encourages those in governance, management and consultative roles to work in concert for the mission and success of their organization.

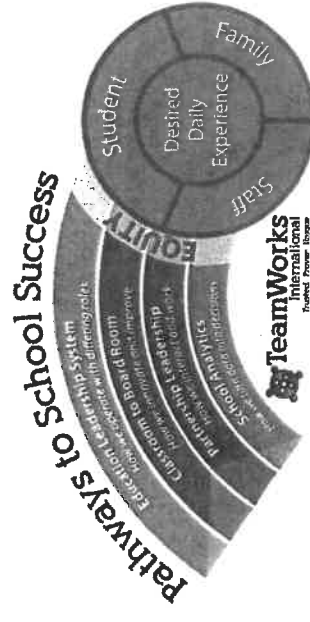
Strategic Planning and Performance Improvement Service

Partnership Leadership Services

TeamWorks International has earned a national reputation for helping organizations develop the capacity for *Partnership Leadership*, a compliment to the traditional "command/control" style of leadership. Through this approach, organizations become more adaptive, responsive and proactive as individuals and groups at different levels of authority and begin to use consistent images, language and process in their interactions with one another.

School Analytics

School Analytics involves the synthesis of client data with relevant external data derived from demographic research, surveys and cultural analyses to deepen clients' understanding of both challenges and opportunities. Our specific services include GIS mapping, online surveys, customized research and analysis, and student learning analytics.



CONSULTANTS

Dennis M. Cheesebrow CEO and Principal



With more than 25 years of experience serving the education, faith, government, business and human service marketplaces, Dennis Cheesebrow brings a broad array of experience in coaching, consulting, leadership and systems development to each client and audience. His direct style is sprinkled with humor, abundance and a deep appreciation for the human dynamics and potential in organizations and communities.

For his entire career spanning coaching, consulting, managing, innovating, and developing, Dennis has been deeply committed to the power of partnership as an essential foundation of professional relationships, structures, and systems in organizations and communities. That passion and commitment have resulted in the development of the core beliefs, philosophy, practices, and intellectual property that TeamWorks International, Inc is built upon.

TeamWorks International is a leading national consultancy in the area of public education and well known for the Education Leadership System™ (ELS): an insightful and pragmatic view into the three authorities of governance, management and consultation. ELS is the model for partnership between six groups of adults to provide for the mission and promise of public education for all students. This structural and systemic approach of aligning the adults for ALL students learning is being applied in urban, suburban, and rural school districts across the country.

TeamWorks International is leading continuous improvement in public education through its School Analytics Services in assisting districts and communities to more deeply understand the intersection of learning, poverty, race, gender and housing to develop collaborative solutions to increase learning while closing the achievement gap, as well as new approaches to developing student learning goals.. In addition, School Analytics strengthens and deepens our clients operational and strategic planning through our unique and experienced approach of translating data → insight → strategy → decisions with regards to enrollment, attendance areas, market share, facilities development, demographics, and open enrollment.

Dennis has authored Partnership; Redefined: Leadership through the Power of & (2012) as well as the Educational Leadership System Guidebook (2009) and the FrameWorks Guidebook (2009). He was a contributing author to the book, Voices From The Field: An Introduction to Human Systems Dynamics in 2003. He also holds three U.S. Patents from his 17 years at 3M as an engineer, research laboratory manager and marketing/business manager prior to founding TeamWorks International in 1995.

Dr. Ray Queener COO and Principal



Ray Queener, senior consultant at TeamWorks International, blends his experience across multiple arenas to assist clients in the areas of partnership skills, strategic growth, personality and motivation awareness, and systemic alignment and accountability. Ray is known for his ease and comfort in working side by side with clients to approach each project with insight and compassion. Both lighthearted and results oriented, Ray brings energy, focus and hope to the organizations that he is honored to serve.

Ray has a wealth of experience in education having served in multiple capacities over 30 years. His work in education began as a secondary math teacher in Luck, WI. Having a vision for integrating technology into the classroom, he was able to further that vision as he served as technology coordinator for South St. Paul Schools and later Rosemount-Apple Valley-Eagan (ISD 196). He transitioned to finance director at ISD 196 and later Stillwater Area Public Schools (SAPS) where he gained valuable experiences learning organizational operations while continuing to serve in public education. Both as an assistant superintendent at SAPS for 10 years and the last 6 years as superintendent for Cambridge-Isanti Schools, he has helped lead successful bond and levy referendums in addition to overseeing district operations.

Service is evident in Ray's support for public education serving as Executive Board Member for Schools for Equity in Education (SEE) for many years. He also served on the Minnesota Association of School Administrators (MASA) board and was the Region VI Leadership Team Chair. He was nominated and received several awards from his colleagues including Administrator of Excellence in 2017. Ray's commitment to partnership, and his enthusiasm for supporting others as they learn and develop made him an ideal addition to the TeamWorks team in 2019.

Ray's work with clients includes: Strategic and tactical planning grounded in organizational vision; VisionCard accountability systems development and implementation to ensure continuous improvement knowledge and capacity development; Executive Coaching; customizing leadership development for clients through the Frameworks® Partnership Series grounded in TeamWorks' proprietary FrameWorks™ and Organizational Development theory; and, Critical Position Benchmarks to assure job---fit in key hires or restructuring.

Ray is recognized as a National Certified Superintendent through American Association of School Administrators (AASA) He earned his Doctorate in Educational Policy & Administration and received his Superintendent License from the University of Minnesota. He earned his Master of Arts in Educational Administration from St. Mary's University of Minnesota where he also continues on as adjunct faculty. He has a Bachelor of Science in Secondary Mathematics Education with a minor in Computer Science from University of Minnesota.

Christine Wroblewski Senior Consultant



Christine Wroblewski, senior consultant at TeamWorks International, is a seasoned advisor, executive, and strategic communications practitioner for public and non-profit organizations. As a valued, effective and personal consultant and coach, Christine guides organizations and the people in them to connect and communicate more effectively by developing a deeper capacity for analysis, planning, prioritization, and development. Her areas of expertise include strategic planning and communications, issue identification and management, stakeholder analysis, and stakeholder engagement.

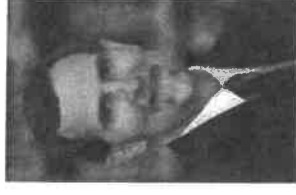
She has worked inside and alongside education-focused organizations since 1993. As Chief Community Relations Officer for Saint Paul Public Schools, Christine led the transformation of the office from a communications-only focus to a broader community relations and engagement focus. While there, she also assisted in two superintendent searches and three superintendent transitions; actively supported two successful school referendum campaigns; and advocated successfully for the development of a year-round, cross-departmental outreach team to have a more positive and regular presence in the community.

Christine's projects have included guiding organizations through change processes and major decision-making efforts with an emphasis on stakeholder engagement; conducting needs assessments; strategic communications consulting; focus group facilitation on a number of topics; individual and cohort coaching and development grounded in TeamWorks' proprietary FrameWorks™; and project coordination and facilitation of groups small and large. She also is a Certified Trainer for the Personality Color Indicator (PCI) and in applying, "What Color is Your Personality" for individual and team development.

Christine has received numerous state and national communications awards and presents on communications and community relations topics, both locally and nationally. She recently served on the board of the Breast Cancer Education Association and has previously served as president of the Minnesota School Public Relations Association and on the boards of the St. Paul Area Chamber of Commerce Foundation and the Family Tree Clinic.

Christine is a two-time alumnus of the University of Minnesota with a Bachelor's degree in Journalism and a Master's degree in Leadership and Management of Public and Nonprofit Organizations from the Humphrey Institute of Public Affairs. She previously has served as communications director and media liaison for Saint Paul Public Schools and as editor and writer for a weekly Twin Cities area newspaper company.

Dan Hoverman **Associate Consultant**



Dan Hoverman, associate consultant at TeamWorks International, is an experienced and well-respected superintendent and leader of organizational change through partnership. As Superintendent of Mounds View Public Schools, Dan was critical in developing the district's equity promise and building capacity among the administrative team to understand and implement educational change for the benefit of students, staff and families.

Dan guides organizations and the leaders within them to identify their foundational values, beliefs and strategic directions and then supports them in developing focused action plans to achieve their goals. His areas of expertise include systematic organizational design for continuous improvement and innovation, strategic coaching, superintendent and school board development and consultation to support clients in addressing difficult leadership, management or political issues.

He has worked in public education in a variety of capacities since 1975. Dan has been an administrator in the Mounds View Schools since 1987 serving in a number of different capacities, including Director of Special Services, Director of Curriculum and Instruction, Deputy Superintendent and Superintendent. While serving in these roles he has guided the passage of three levy referenda and one major bond initiative. Dan was the chief architect of the district Q-Comp program with Mounds View as one of the first three districts in the state to implement this program. He has also designed and lead the district's efforts to implement an innovative teacher appraisal system and the Early College program at both district high schools. He has also developed and implemented professional development programs at all levels of the district from the school board to district teachers and support staff.

For the past eighteen years, Dan has utilized the TeamWorks proprietary FrameWorks in his daily work as an administrator. He is highly skilled in the use of the FrameWorks and has a wealth of experience in adapting them for use with a wide range of issues. Dan has expertise in the use of a wide variety of other complimentary strategies to support clients in resolving difficult issues and promoting organizational development. Dan has served on many regional collaborative boards as well as being a member of the Board of Junior Achievement of the Midwest, Executive Committee of TIES and Council for Youth Citizenship.

Dr. Sheri Allen **Associate Consultant**

Sheri Allen, Associate Consultant at TeamWorks International, is knowledgeable in educational systems from birth to adult bas understands what it takes to build leadership capacity in partnership with districts so they are able to align their strategic work school community. The importance of building a strategic roadmap through the engagement of multiple perspectives that rep every student is important so that everyone sees themselves in the work.



Sheri has over 35 years of experience within public education at multiple levels of the Districts she served. She started her teaching career in Austin MN as a middle school and elementary teacher where she was mentored by many strong educational leaders. She continued to serve in leadership roles and moved into administration as an elementary principal in Austin for 2.5 years and then transitioned to Owatonna as a Principal at Washington Elementary and the Principal of Owatonna High School. She accepted a position as the Director of Elementary and Secondary for the Rochester Public Schools where she was responsible for the day-to-day operations and supervision of principals in a large, diverse district. After 3 years she became the Superintendent for the Mankato Area Public Schools and focused on building relationships throughout the district that served five communities with a growing diverse population. She led successful bond, technology and operating levies while closing gaps and raising achievement for all students. The district received multiple awards and recognitions at the State and National levels as a result of the aligned strategic roadmap along with a focus on developing leaders throughout the district and school community.

During her 10 years as superintendent, Sheri used TeamWorks International's unique Classroom to Boardroom Strategic Planning Process in her daily work. Through the understanding and application use of Partnership Leadership FrameWorks, Sheri was able to adapt the use for individual and District needs specifically in operations, district strategic planning, visioning and engagement while utilizing the core processes which are needed to remove the barriers to design equitable learning opportunities.

Sheri holds a Bachelor's of Science Degree in Education, a Masters in Educational Leadership along with her Superintendent, K-12 Principal Licensure and her Doctorate in Education.

Dr. Jeff Ronneberg

Associate Consultant

Jeff Ronneberg has been superintendent of the Spring Lake Park Schools in Minnesota since January 2010.

Spring Lake Park Schools is a diverse district in suburban Minneapolis - St. Paul with an enrollment of 6,200 students comprising the cities of Blaine, Spring Lake Park, and Fridley. In addition, Jeff has provided consulting services to school systems, non-profit organizations, and businesses in the strategic leadership and organizational alignment, systemic innovation and leadership.

Under Dr. Ronneberg's leadership, the staff throughout the Spring Lake Park Schools work to creatively meet the unique needs of each student, designing innovative, personalized learning environments that transform the student experience. This district-wide focus has required alignment and partnership from the boardroom to the classroom, which has been advanced through Dr. Ronneberg's leadership.

In addition to his work with a school board as a superintendent, Jeff has extensive experience in board governance. He served on the Board of Trustees of Learning Forward – formerly known as the National Staff Development Council – from 2010-2015. In 2013-2014, he served as president of the organization. Learning Forward is a nonprofit, international association of learning educators focused on increasing student achievement through more effective professional development. In addition, he was selected to serve on the Board of the Minnesota Association of School Administrators (MASA) for three years, including a term as the organization's president in 2015-2016. Furthermore, he has served on the University of Minnesota's Urban Leadership Academy Advisory Board, the Association of Metropolitan School District Executive Board, and the Minnesota Children's Museum Board of Directors.

Dr. Ronneberg is a recipient of the University of Minnesota Excellence in Educational Leadership Award, a national award honoring distinguished educators from across the country. In addition, he has been invited to present at numerous conferences locally, regionally, and nationally

He has been an adjunct instructor at the University of Minnesota, Capella University, Concordia-St. Paul University, and been a guest lecturer Hamline University, Minnesota State University, and St. Cloud State University.

He holds a Doctor of Education degree in Educational Policy and Administration from the University of Minnesota-Twin Cities, a Master of Science degree in Educational Leadership from Minnesota State University-Mankato, and a Bachelor of Arts degree in Education from Augsburg College in Minneapolis.



ADDITIONAL TEAMWORKS INTERNATIONAL TEAM MEMBERS

Rich Swanson

Insight Services Manager, Research Analyst

Rich joined TeamWorks International in the fall of 2009 as the manager of our Insight Research Department. He holds a B.S. in geology from Winona State University and a Masters in geography from Hunter College of the City University in New York. Rich's extensive background and experience in private business, military, government, k-12 public education, post-secondary education, faith-based organizations and various non-profit industries has allowed him to develop unique insight and a system approach to serving a wide range of client needs. Rich also serves as faculty at Southeast Technical College where he teaches courses on Physical and World Regional Geography.

Matt Pohl

Geospatial Technology Manager

Matt began working with TeamWorks International in March of 2010. He has a B.S. in geography from the University of Wisconsin LaCrosse and a Masters in GIS (Geographic Information Systems) from St. Mary's University of Minnesota. Before joining TeamWorks, Matt was the GIS coordinator for Buffalo County, WI. Matt works hand-in-hand with many of TeamWorks' clients, helping them discover relationships within their data and ensuring efficacy in future planning. Matt is responsible for the development, deployment and administration of Insight Online, TeamWorks' web-based mapping and analytical tool.

Connie Buberl

Office Manager

Connie joined TeamWorks International in 2012 as an administrator with a background in record keeping, finance, and office management. With her expertise, she assists the team on logistics, client contact and is the lead contact for client invoicing. She previously worked with SIMA International and the US Bank branch both located in Stillwater, MN.

AGREEMENT

THIS AGREEMENT, made and entered into this day of June 7, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and College of St. Scholastica (CSS) for the College in the Schools (CITS) Pathways 2 Teaching Course, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. Dates of Service. This Agreement shall be deemed to be effective as of August 31, 2021 and shall remain in effect until June 10, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. The College of St. Scholastica agrees to provide the following:

College of St. Scholastica Staff shall:

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

College of St. Scholastica Instructor mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course¹ and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

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

The DISTRICT agrees to provide the following:

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$92.00 per student, per course for taking the Pathways2Teaching course.

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

5. Requests for Reimbursement. The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Jen Larva , 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 (mailing address with zip) College of St Scholastica, , 1200 Kenwood Ave, Duluth, MN 55811.

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

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

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

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

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

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

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

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

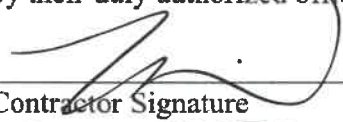
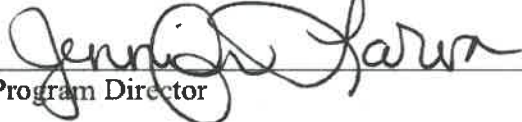
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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 On behalf of the College of St. Scholastica 41-0698301 6/11/21
SSN Tax ID Number Date

 Program Director 6/3/21
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); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

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

01	e	005	211	000	394	200
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 6.10.21
Date



Client Order

Q-123201

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 5/17/2021
Valid Through: 6/30/2021

Prepared By: Jay Anderson

Start Date: 7/1/2021
End Date: 6/30/2022
Quote Term: 12

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

Contact: Tawnyea Lake
Phone: 218.336.8700

Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,000	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	\$7.25	\$36,250.00
1	Training - FASTflix Subscription - Tier 5	On demand, web-based library of FastBridge training courses. Annual district subscription - 5,000 or more students	\$3,500.00	\$3,500.00

Year 1 Subtotal: \$39,750.00
Year 1 Grand Total: \$39,750.00

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

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

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


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

01-E-012-030-000-461-034

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

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

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


Catherine Erickson, CFO



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

Definitions.

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

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

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

2. License.

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

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

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

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

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

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

12. Indemnification.

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

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

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

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

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

15. Termination.

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

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

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

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

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

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

16. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Services Order Form

Order #: Q-218370-5
 Date: 2021-06-22
 Offer Valid Through: 2021-06-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Duluth Public School ISD 709

Address: 215 North 1st Avenue E
 City: DULUTH
 State/Province: Minnesota
 Zip/Postal Code: 55802
 Country: United States

Order Information
 Billing Frequency: Annual Upfront
 Payment Terms: Net 30

Billing Contact

Name: Accounts Payable
 Email: AP.Vendor@isd709.org
 Phone: 218-336-8701

Primary Contact

Name: Jennifer Larva
 Email: jennifer.larva@isd709.org
 Phone: +1 218-336-8700

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-07-01	2022-06-30	User	5,000	USD 6.25	USD 31,250.00
Basic Support	2021-07-01	2022-06-30	Included	1	USD 0.00	USD 0.00
Studio Cloud Subscription	2021-07-01	2022-06-30	User	5,000	USD 1.90	USD 9,500.00
Recurring Sub-Total						USD 40,750.00
Year 1 Total						USD 40,750.00
Grand Total:						USD 40,750.00

Deliverable	Description	Expiration
Canvas Cloud Subscription	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
Studio Cloud Subscription	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>
Portfolium: <https://portfolium.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/master-terms-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____ <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Duluth Public School ISD 709

Signature:	<i>Catherine A. Erickson</i>
Name:	<i>Catherine A. Erickson</i>
Title:	<i>CFO</i>
Date:	<i>6/25/21</i>

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

01-E-005-610-317-426-000



Company Address 180 Montgomery St.
 Suite 750
 San Francisco, CA 94104
 United States

Please send any billing questions to accounting@seesaw.me

Bill To Name Duluth Independent School District 709
 Created Date 6/22/2021
 Expiration Date 6/30/2021
 Quote Number 00035191

Contract Summary

Contract Start Date 9/1/2021 Contract End Date 8/31/2022
 # of Students 3,300.00
 Grand Total USD 16,335.00

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	3,300.00	USD 5.50	USD 18,150.00	9/1/2021
Volume Discount (2,500 - 4,999)	3,300.00	USD -0.55	USD -1,815.00	9/1/2021

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Jennifer Larva and Brenda Spartz

Email: Jennifer.larva@isd709.org

Title: Director of Elementary Teaching, Learning and Equity and Director of Secondary of Teaching, Learning and Equity

Brenda.Spartz@isd709.org

Phone: 218-336-8700 ext 1138

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: TBD

Email: _____

Title: _____

Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Bart Smith

Email: Bart.smith@isd09.org

Title: Coordinator of Technology

Phone: 218-336-8700 ext. 1136



Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: AP

Email: ap.vendor@isd709.org

Title: AP

Phone: 218-336-8700 ext. 1005

School Address

Address: 215 North First Avenue East

City Duluth

State: MN

Zip / Post Code: 55802

If you are purchasing professional development sessions, they must be scheduled and delivered within 1 year of the contract start date. Sessions not used by this time will expire.

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Terms of Service: <https://web.seesaw.me/terms-of-service>

Name: Catherine Erickson

Title: CFO

Email: catherine.erickson@isd709.org

PO Number (if required): _____

Accepted By: _____

01-E-005-610-317-460-000



STATEMENT OF WORK

Project Name:	Duluth Public Schools-2021.06-Rapid Security Assessment	Seller Representative:
Customer Name:	Duluth Independent School District No. 709 (MN)	Dave Donarski
CDW Affiliate:	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
Date:	June 14, 2021	Solution Architect: Tyler McChristian
Drafted by:	Ted Psaras	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Duluth Independent School District No. 709 (MN) (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

The Rapid Security Assessment (RSA) is a security assessment designed to balance the need for thorough and reliable security testing with the demands of short timelines and limited budgets. During this assessment, we use commercially available vulnerability scanners, proprietary tools developed by our security engineers, and tools created by the open source community to identify and document existing weaknesses, and provide our advice for the remediation of vulnerabilities identified during the course of the engagement. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The RSA report is a hybrid of the engineers’ observations of the current state of your network security and their interpretations of the data gathered by the scanners.

The RSA consists of up to four parts, as described below.

SCOPE OPTIONS

PART A: INTERNET SECURITY TESTING

The engineers will scan Internet-visible hosts, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The Internet Test portion of the RSA offering is limited to 40 targets.

PART B: INTERNAL SECURITY TESTING

The Internal Assessment contains multiple tasks.

- **Internal Vulnerability Scan** - The engineers will scan your internal network, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. The Internal Test portion of the RSA offering is limited to 1,000 targets.
- **Penetration Testing** – Penetration testing of key organizational IT assets will be performed, in an attempt to gain access to these key assets and provide documentation on the path to access.
- **Domain Security and Password Audit** – An audit of passwords and password-related policies used within the organization will be performed, with guidance provided on potential improvements. This item is limited to a single Active Directory domain.
- **Authenticated Scan** – Up to 50 workstations will be tested via an authenticated scan. The results of this scan, once validated, should provide a good snapshot of workstation security.

PART C: WIRELESS SECURITY TESTING

The engineers will scan the 802.11-based signal cloud around your network testing for ways that outsiders could eavesdrop on your wireless communications, break authentication or cryptographic protocols, or impersonate elements of your wireless infrastructure. The Wireless Test portion of the offering is limited to one physical site (the same site at which Part B will take place).

PART D: SOCIAL ENGINEERING PHISHING EXERCISE

Social Engineering is a process in which access is gained to a network using People, Process often combined with technology. Various types of social engineering can be used by a hostile party to exploit a network. CDW will only demonstrate non-malicious and non-harmful Social Engineering Techniques to demonstrate these possible vulnerabilities. We propose a Phishing Attack against the employees (computer users) of the customer network. The exercise will include the following items.

- Social Engineering & Phishing exploit against the users of users of the customer network.
- Email addresses can be mined from the Internet or the customer can provide list of the user email addresses.
- The collection of the responses will be provided within the report. The customer can designate if they want to include, or omit user names and password content in the report.

PROJECT KICKOFF – KEY ACTIVITIES

- IP Addresses to be scanned will be shared from Customer to Seller. Any addresses to exclude will be discussed. Any time-of-day exclusions to scanning will be discussed.
- For Part B, a pre-arranged time and date for an end to the penetration testing task will be discussed. If the engineers are unsuccessful in uncovering valid administrative credentials by this time, the customer will provide valid credentials at this prearranged time to allow the domain security and password audit and authenticated scan to be completed.

CUSTOMER RESPONSIBILITIES

- For part A and B, customer will provide Customer IP addresses to be scanned. By providing these addresses, customer acknowledges permission for scanning and penetration testing to take place.
- For part B, if the penetration test is unsuccessful in uncovering valid administrative credentials, the customer will provide valid credentials at a prearranged time to allow the domain security and password audit and authenticated scan to be completed.
- Obtain any necessary permission for testing of systems hosted or managed by third parties.
- Provide a point of contact for questions and updates about project status.
- Respond to requests for information in a timely manner.
- For part B and C, provide access to physical facilities, as needed.

- For part B and C, provide appropriate workspace, including power and network access.
- Agree to Seller's Supplemental Security terms and conditions that can be found on the attached Exhibit B

PROJECT ASSUMPTIONS

- A target is defined to be a system to be scanned. Often, there is a one-to-one mapping between an IP address and a target. However, there are situations, such as name-based virtual web hosting, where there are multiple targets that map to one IP address.
- For part A, the number of Internet-facing targets to be scanned is capped at 40.
- For part B, the number of internal targets to be scanned is capped at 1,000.
- For part B, the domain security and password audit task is limited to a single Active Directory domain.
- For part B, the number of workstations to be scanned during the authenticated scan is capped at 50.
- For part B, the domain security and password audit as well as the authenticated scan require a level of privilege in the environment. It is the intent to acquire this privilege during the penetration test. However, if the necessary level of privilege is not gained, it is assumed that the customer will provide credentials at a pre-arranged time to allow these parts of the engagement to proceed. If the credentials are not provided in a timely fashion, the domain security and password audit and authenticated scan will be removed from the project's scope.
- While rare, network scanning can potentially have an adverse effect on a host. It is understood that Seller bears no liability for any loss of service to a host during this engagement due to network scanning.
- Assessment activities may include attacks against end-user clients, such as email-based attacks (where these attacks focus on technical issues rather than user behavior). Note that this does not include credential phishing unless phishing is specifically included in the project scope.
- It is assumed that customer's IT staff will be aware of CDW's assessment activities and will not actively interfere with or attempt to actively defend against CDW's attacks and assessment activities. Active interference by customer staff in CDW's assessment activities may result in limited results from the assessment or a reduction in scope. In this event, a change order may be needed to increase the project cost and/or timeline in order to complete the full original scope of the assessment.
- Project tasks will be completed during business hours (8am to 5pm, Monday through Friday).
- All work to be performed remotely

OUT OF SCOPE

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

- Systems outside of the United States. No work under this SOW will be performed on any systems outside of the United States.
- Post-remediation scans or retesting of findings are out of scope for this project and may incur additional cost.

ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project:

Rapid Security Assessment Report – The report outlines the efforts undertaken by the engineers and provides customized security findings and recommendations for improvement.

The report includes:

- An executive summary showing the effectiveness of your security controls,
- Summarized high-level recommendations and a rating of the overall risk of the environment.,
- An outline of the efforts made by the engineers, highlighting attacks that were successful or otherwise pose higher risks
- Summaries of more widespread issues , with detailed itemized lists of weaknesses presented when appropriate, and

- A section listing recommendations, ordered by priority and by the estimated cost to fix them, with high-priority, low-cost items at the top of the list.

Seller prides itself on the quality and usefulness of this report. Although automated scanners are used during the assessment, the report is not simply a reproduction of output from automated tools.

Due to the sensitive nature of this report, we will convey to you a password-encrypted file. Only members of our assessment team have access to the report.

Once we have delivered the report, we will solicit your feedback. If necessary, we will revise the report. Once the report is finalized, we will conduct a project wrap-up call to walk through the project one final time and ensure that any remaining questions are addressed.

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

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT OVERSIGHT

Seller will assign an Associate Project Manager to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **Point of Contact.** Act as a Point of Contact for changes or escalations that may arise during the project.
- **Project Closure.** Recap the project activities, provide required documentation, identify any next steps, and formally close the project

CONTACT PERSONS

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.

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

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

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.

PROJECT SCHEDULING

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

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
 - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
 - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
 - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$24,900.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Upon Signature	50%	\$12,450.00
Upon Completion of Work	50%	\$12,450.00
Totals	100%	\$24,900.00

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

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

PROJECT SPECIFIC TERMS

1. Notwithstanding anything to the contrary in the Agreement, Seller's Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

SIGNATURES

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

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.

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: *Susan Lusk*
Susan Lusk (Jun 14, 2021 13:37 CDT)

By: *Catherine A. Erickson*
Catherine A. Erickson (Jun 14, 2021 11:51 CDT)

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Jun 14, 2021

Date: Jun 14, 2021

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

215 N 1ST AVE E, ACCTS PAYABLE

DULUTH, MN 55802-2058

01-E 005-108 - 155-466-000

EXHIBIT B

SECURITY SERVICES SUPPLEMENTAL TERMS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE SUPPLEMENTAL TERMS AND CONDITIONS.

1. Customer acknowledges and agrees that it understands and accepts the risks associated with the Services and hereby expressly authorizes Seller to perform the Services.
2. Customer represents, warrants and covenants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Services provided in the manner as agreed upon in the SOW; (b) the execution and performance of the SOW does not and will not violate or constitute a default under its constituting documents or any applicable law, any order of any court or government agency, or any agreement to which it is a party; (c) the execution and performance of the SOW has all been duly and validly authorized by all necessary corporate action, and the SOW and/or Agreement constitute a valid and binding obligation of Customer; (d) it holds all permits, licenses, approvals and statutory authorities that are necessary for the performance of its obligations under the SOW, including, but not limited to, any approvals or consents, or providing any notices, required under applicable laws in respect of the processing of any personal data, and it has obtained in writing all consents, approvals and licenses necessary (including, but not limited to, from any third party) to allow: (i) Seller, its affiliates, subcontractors and its or their personnel to provide the Services; (ii) Customer to receive the Services; and (iii) for the Seller, its affiliates, subcontractors and its or their personnel to be able to access and test the Customer's communications network, systems, applications and equipment, including, without limitation, any third party provided, supplied, licensed, hosted or managed network, systems, applications, equipment and/or elements of the same ("Customer's Network"), in the manner detailed in the SOW; (e) Seller's performance of the Services as anticipated under the SOW will not cause Seller, its affiliates, subcontractors and its or their personnel to commit any offence under any relevant computer misuse, cyber-security, anti-hacking, wire-tapping, interception of communications or systems, or similar or related legislation, regulation or binding industry code, guidance or requirements in any country (including where the services are provided, performed, received or relevant IT equipment, assets and/or systems are located) ("**Computer Misuse Legislation**") and Customer has provided its consent in relation to the Services and has obtained all required consents in respect of the same; and (f) it will use the Services for lawful purposes only. Seller shall not be liable for claims resulting from a breach of any of the foregoing.
3. Customer acknowledges and agrees that:
 - a. the Services include investigating and exploiting the Customer's Network and security vulnerabilities by attempting to gain access to Customer's Network and confidential security-related information through testing activities that are not authorized by Customer's Network security policies and that if done without Customer's and/or the applicable third party's authorization and consent could violate applicable laws;
 - b. the Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution or a comprehensive evaluation of Customer's security and, without limiting the foregoing (a) it is impossible to, and the Services will not, detect, disclose or resolve every security vulnerability or hazard, (b) unauthorized access by third parties may occur and (c) impenetrable security cannot be attained; and
 - c. Seller may perform any or all of the Services either directly or by using subcontractors or any other authorized personnel, in its sole discretion.
4. Customer is, and will continue to be, solely responsible for:

- a. exercising reasonable care under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard;
 - b. establishing and maintaining appropriate internal controls and complying with all applicable laws and regulations;
 - c. implementing any advice or recommendations provided by Seller as part of the Services.
5. Customer represents and warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Seller access to and to authorize Seller to bypass or attempt to bypass any security features or technological protection measures associated with, any programs, systems, hardware, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller for the purpose of enabling Seller to perform the Services. Customer hereby assumes the sole responsibility for the accuracy of such programs, systems, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller.
6. Customer shall cooperate with Seller in the performance of the Services. Without limiting the previous sentence, Customer shall: (a) provide Seller, its affiliates, subcontractors and its or their personnel with timely access to the Customer's Network, the Customer's data and information reasonably requested by Seller with respect to the Services; (b) promptly render all decisions and approvals so as not to delay or impede Seller's performance of the Services; and (c) promptly notify Seller of any issues, concerns or disputes regarding the Services. Customer acknowledges and agrees that Seller's performance depends on Customer's timely and effective satisfaction of Customer's responsibilities under the SOW and/or Agreement and Customer's timely decisions and approvals in connection with the Services.
7. Customer shall permit, and hereby authorizes, Seller to connect diagnostic software and equipment to Customer's Network for the purposes of performing the Services, which may require accessing Customer's Network and confidential security-related information. Seller has no liability or obligation for: (a) the installation, operation or maintenance of the Customer's Network; or (b) the availability, capacity or condition of the Customer's Network or (c) any adverse impact of the Services on the Customer's Network.
8. Customer and Seller acknowledge and agree that, in connection with Seller's performance of the Services,

Seller is not required to access, process or transfer data that identifies or can be used to identify a natural person ("**Personal Information**").
 - a. Seller is acting as a service provider, and is neither a controller nor owner of Personal Information;
 - b. to the extent data accessed or processed by Seller constitutes Personal Information, that Personal Information will be accessed or processed based on Customer's direction, and Seller has no rights to use that Personal Information other than in connection with providing the Services to Customer;
 - c. Customer is solely responsible for obtaining any approvals or consents, or providing any notices, required under applicable laws regarding Seller's performance of the Services, including, but not limited to, the processing of any Personal Information.
9. Customer shall identify Customer's mission-critical systems for Seller, and Seller will discuss appropriate testing for these systems. Seller shall have no liability or responsibility with respect to such systems when testing is authorized.
10. Notwithstanding anything to the contrary in the SOW and/or Agreement, Customer shall be solely responsible for daily back-up and other protection of data (including, but not limited to, any data of Customer, Customer's customers, Customer's contractors and any other third party) and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing or restoring such data (including, but not limited to, data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of the Services. Customer shall perform a full back-up prior to Seller commencing the Services and shall also perform the same periodically

throughout the delivery of the Services. Customer shall be solely responsible for ensuring proper and adequate backup and storage procedures.

11. Notwithstanding anything to the contrary in the SOW and/or Agreement, Seller warrants that it will perform the Services in a professional manner that is consistent with industry practice. Customer acknowledges and agrees that Customer's exclusive remedy for any breach of this warranty will be for Seller, upon receipt of written notice by Customer, to use reasonable efforts to cure that breach. Except as expressly set out in the Agreement, Seller makes no, and expressly disclaims all, representations, warranties or conditions, whether express, implied or statutory, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment or from a course of dealing, course of performance or usage in trade in connection with the Services. Seller does not warrant, and specifically disclaims, that the Services will be accurate, without interruption or error-free.
12. NONE OF SELLER, ITS AFFILIATES, THEIR RESPECTIVE SUPPLIERS, SUBCONTRACTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR, AND CUSTOMER WILL BE RESPONSIBLE FOR, ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES AND EXPENSES) RESULTING FROM, ATTRIBUTABLE TO OR ARISING OUT OF CUSTOMER'S USE OR RECEIPT, OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE). THE FOREGOING SHALL APPLY IN ADDITION TO AND NOTWITHSTANDING ANY OTHER DISCLAIMER OR

LIMITATION OF LIABILITY OTHERWISE CONTAINED IN THE SOW AND/OR AGREEMENT.

13. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY:
 - a. LOSS OF GOODWILL, PROFITS, USE OF MONEY, BUSINESS OR REVENUE (WHETHER DIRECT OR INDIRECT);
 - b. LOSS OF USE OF, INTERRUPTION IN USE OR AVAILABILITY OF, HARDWARE OR SOFTWARE;
 - c. LOSS OF, OR DAMAGE TO, OR CORRUPTION OF, OR INTERRUPTION IN USE OR AVAILABILITY OF, DATA (WHETHER DIRECT OR INDIRECT) ;
 - d. STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; AND/OR
 - e. INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, TORT, STRICT LIABILITY IN DELICT OR OTHERWISE, ARISING FROM OR RELATED TO THE SOW AND/OR AGREEMENT, ANY COMMITMENT PERFORMED OR UNDERTAKEN UNDER OR IN CONNECTION WITH THE SOW AND/OR AGREEMENT, THE SERVICES OR OTHERWISE, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
14. THE AGGREGATE CUMULATIVE MONETARY LIABILITY OF SELLER UNDER OR RELATING TO THE AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CUSTOMER TO SELLER FOR THE SERVICES GIVING RISE TO THE CLAIM.
15. The following indemnification obligations of the Customer are cumulative and shall apply in addition to any other indemnification obligations of the Customer set out in the SOW and/or Agreement:
 - a. Customer agrees to defend, indemnify and hold Seller and its affiliates and their respective directors, officers, members, employees, contractors, representatives, successors and assigns (collectively the "**Indemnified Parties**") harmless from and against any loss, damage, liabilities, cost, expense (including, but not limited to, legal fees and costs), claims, demands, fines, penalties or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, legal fees and expenses,

costs related to mitigation and equitable relief), claimed against or incurred by any of the Indemnified Parties as a result of, arising out of or otherwise related to:

- i. a breach by Customer of any of Customer's obligations, responsibilities, covenants or warranties in the SOW and/or Agreement;
- ii. any of Customer's representations in the SOW and/or Agreement being untrue;
- iii. any prosecution under or breach arising out of the Computer Misuse Legislation related to performance of the Services; and/or

Customer agrees to defend, indemnify and hold the Indemnified Parties harmless from and against any loss, cost, expense (including, but not limited to, legal fees and costs), claims, demands, liabilities, fines, penalties, damages, or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, but not limited to, legal fees and expenses, costs related to mitigation and equitable relief), claimed against or incurred by Indemnified Party based on, resulting from, arising out of or otherwise related to Customer's use or receipt of the Services.

- b. Seller has the right to immediately terminate the Services upon written notice to Customer, without liability to Customer for such termination, if Seller determines that the performance of any part of the Services would be in conflict with law.



STATEMENT OF WORK

Project Name:	Duluth Public Schools-2021.06-Net Assess Impl 1	Seller Representative:
Customer Name:	Duluth Independent School District No. 709 (MN)	Dave Donarski
CDW Affiliate:	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
Date:	June 08, 2021	Solution Architect: Josh Shenkle
Drafted by:	Ted Psaras	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Duluth Independent School District No. 709 (MN) (“**Customer,**” and “**Client,**”).

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at www.cdwg.com (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT DESCRIPTION

PROJECT SCOPE

Seller will provide Network, Wireless and Security services for hardware and software of the Customer’s Cisco Network Infrastructure solution deployed at the ISD 709 Duluth Public Schools location(s):

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

- Wired and Wireless Network Infrastructure Best Practices “golden configuration”
- Network Infrastructure Quality of Services (QoS) Implementation
- Wired and Wireless Network Security Best Practices
- Redundant Wireless Controller Configuration and Implementation

PLANNING AND DISCOVERY

The planning phase will consist of the following:

- Project Kickoff – The project team will be chartered, and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions and finalize any logistical details such as security clearance and wiring closet access.
- Discovery has been complete through previous Wired and Wireless Network Assessment. This engagement is to resolve identified opportunities with regards to configuration standardization and QOS Implementation.

The Planning and Discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This Statement of Work is subject to revision pending the discovery portion of the engagement.

DESIGN

The Design phase is a critical step in the project. During the Design Phase, Seller staff will document and review how the resulting system will be built and configured. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

- Analysis – The project team will review information gathered during Discovery, the new hardware configurations and review industry-leading practices to develop baseline design information.
- Document Design – Seller staff will lead an effort to develop a final design to Customer. This will include Seller recommendations for changes to existing network infrastructure.
- Configuration Development – Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the network infrastructure.
- Design Review – The design principles will be documented, and a final design review will be conducted with all technical stakeholders.

NETWORK INFRASTRUCTURE BEST PRACTICES “GOLDEN CONFIGURATION”

During Network Infrastructure Best Practices “Golden Configuration” phase of this project, Seller staff will design, build, and document a Seller Best Practices “Golden Configuration” document as well as assisting Customer Engineering staff with Implementation services for applying the new Best Practices configuration recommendations for the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
N/A	District Wide Cisco Core Switches	ISD 709
N/A	District Wide Cisco Distribution Switches (Building Head Ends)	ISD 709
N/A	District Wide Cisco Access Layer Switches	ISD 709
N/A	District Wide Cisco Wireless LAN Controller	ISD 709

As part of the Cisco Switch and Wireless Controller implementation, Seller will assist Customer Engineering Staff with the Implementation of documented Best Practices configuration of hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Build Best Practices Golden Configuration to include the following feature set
 - VLANs
 - Physical or Virtual Switch Stacking
 - Link Aggregation Group (LAG)
 - Simple Network Management Protocol (SNMP)
 - Applicable physical network interfaces
 - Applicable network addressing
 - SSID's
 - Radio Resource Management (RRM)

- Wireless Data Rates
- Client Roaming
- AP Groups
- Other configuration parameters as necessitated by the environment.

NETWORK INFRASTRUCTURE QUALITY OF SERVICE (QoS)

During Network Infrastructure Quality of Service (QoS) implementation phase of this project, Seller staff will design, build, test and implement Network Infrastructure QoS policies. This effort will consist of two phases:

Phase 1:

- Seller engineering to develop best practice QoS standard configuration for Customer Engineering team to deploy at a single location.
- Seller will assist with implementation of new QoS standard configuration and will monitor outbound traffic policies implemented at the single location.
- Seller with monitor and tweak the implemented QoS policies and provide Customer with results of implemented QoS policies.

Once phase 1 is completed and Customer is satisfied with implemented QoS policies at single location, a Phase 2 effort will take place and Seller engineering will assist Customer engineer on implementing the new tested QoS Policy to all district owned devices.

Phase 2:

- Implemented new QoS policy district wide

Seller engineering will document all QoS policies to be used for any future site implementations.

Quantity	Device Type	Location
N/A	District Wide Cisco Core Switches	ISD 709
N/A	District Wide Cisco Distribution Switches (Building Head Ends)	ISD 709
N/A	District Wide Cisco Access Layer Switches	ISD 709
N/A	District Wide Cisco Wireless LAN Controller	ISD 709

As part of the QoS Implementation efforts the hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Configure and Implement Quality of Service (QoS) to resolve existing network congestion
 - Enable Auto QoS
 - Apply QoS Policies on applicable uplink interfaces
 - Evaluate effectiveness of implemented QoS policies and adjust accordingly

SECURITY FIREWALL BEST PRACTICES

During Security Best Practices phase of this project, Seller staff will design, build, and document a Seller Best Practices Firewall Security document as well as assisting Customer Engineering staff with Implementation services for applying the new Security Best Practices configuration recommendations for the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
N/A	District Wide Palo Alto Firewall	ISD 709

As part of the Security Best Practices phase, Seller will assist Customer Engineering Staff with the Implementation of documented Security Best Practices configuration of hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Seller to perform the follow tasks on the existing Palo Alto firewall
 - Security Profiles
 - Centralized Firewall Management
 - Firewall management best practices
 - SNMPv3
 - Site to Site vpn review/update
 - Firewall signature tuning
 - Zone protection profiles

IMPLEMENTATION OF REDUNDANT WIRELESS CONTROLLER

During Implementation of a redundant wireless controller phase of this project, Seller staff will design, build, document and Implement a recommended secondary/redundant wireless controller to the Customer network. Seller will assist with building a configuration template and provide documentation. Seller engineering will Customer Engineering staff with Implementation services for deployment secondary/redundant Wireless LAN Controller for the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
1	Cisco Wireless LAN Controller	ISD 709

As part of the Redundant Wireless LAN Controller implementation, Seller will assist Customer Engineering Staff with the Implementation of hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Redundant Wireless LAN Controller
 - VLANs
 - Physical or Virtual Switch Stacking
 - Link Aggregation Group (LAG)
 - Simple Network Management Protocol (SNMP)
 - Applicable physical network interfaces
 - Applicable network addressing
 - SSID's
 - Radio Resource Management (RRM)
 - Wireless Data Rates
 - Client Roaming
 - AP Groups
 - Other configuration parameters as necessitated by the environment.

TEST PLAN

The project team will execute a defined test plan to verify implementation and configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to Customer. The testing phase will consist of the below items:

- Test Plan Creation - The project team will develop a mutually agreed upon test plan for the new hardware configurations to create baseline testing information.
 - Test Plan will include items such as IP reachability tests, configuration verification, and hardware failure scenarios directly related to equipment implemented in this project.
- Baseline Testing – Customer will create a baseline test, using created test plan, to ensure proper operation prior to integration and cutover.
- Test Plan Execution – After integration and cutover, the project team will execute the test for the new hardware configurations and review the Test Plan results with the Customer technical staff.

INTEGRATION

In the integration phase the “new” network (all new Cisco devices implemented through the standard implementation process) will be connected to the existing infrastructure. When the integration of the two networks is complete, the migration of clients, servers, and printers can begin. The integration phase will consist of the following sub-phases:

- Integration Planning – The project team will plan for the integration of the new network to both the main campus LAN and the WAN. The planning process will address physical connectivity, routing, bridging and addressing issues. As part of the planning process, an integration plan, a testing plan, and a backout plan will be developed, and communicated through the Customer location’s change management process.
- Integration Cutover – Seller and Customer technical staff will complete the integration of the two networks according to the plan developed in the integration planning phase.

POST-CUTOVER SUPPORT AND PROJECT CLOSE

Seller will transition your support documentation to either a Seller Day Two Support Team or your System Administration staff. Customer will decide on Day Two Support options provided by your Seller contact. If Day Two Support is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.

If a Seller Support Contract is chosen, a transition meeting will take place with that Support Team.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

Planning and Discovery

1. Provide the IP addressing and subnet mask plan for the proposed solution.
2. Mutually schedule with Seller the site review with each Customer site contact.
3. Provide current network diagrams listing existing size, capacity, utilization, and data traffic requirements for all current network facilities.
4. Confirmation of the completeness and accuracy of the information provided to Seller during the network review process. All designs that need to be made as a result of incomplete or inaccurate network review information may result in changes to the project fees.

Design

1. Ensure attendance of appropriate personnel for Design Review meetings who have authorization to approve design.

Implementation and Testing

1. Receive equipment, inventory, record serial numbers and apply asset tags.
2. Procure and provide the LAN and WAN equipment listed in the provided Bill of Materials.
3. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
4. Provide proper 19" racks and screws for implementation.
5. Provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the switch.
6. Provide Seller access or personnel with access to all locations that require switches to be implemented in a timely manner.
7. Racking, mounting and connecting the Network Equipment at the ISD 709 location.
8. Moving all patch cables to the new equipment.
9. Provide necessary patch cables needed to complete implementation.
10. Provide the proper equipment and personnel to operate and help implement the switches in a safe manner.
11. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.
12. Participate in the development and execution of a comprehensive, functional (acceptance) test plan, which will be the basis for Customer's acceptance of the system.
13. Requesting appropriate, internal change control procedures.
14. Staff will be on site and available during the implementation cut-over, migration and testing.

SELLER RESPONSIBILITIES

Seller is responsible for the following:

Planning and Discovery

1. Mutually schedule the site review with your site contact.
2. Conduct site review(s) for all proposed locations.
3. Evaluate and validate collected site review information with you.
4. Evaluate site review findings and existing network diagram(s), then develop and provide the site readiness recommendations to you.
5. Provide network design review recommendations to ensure all items have been properly addressed and the network has been designed appropriately.
6. Work with you to understand that sufficient network capacity exists in your provided network design and based on your stated performance objectives along with traffic volumes.

Design

1. Work with Customer to understand the environment and to validate the new networking hardware.
2. Review the proposed infrastructure design with Customer.
3. Provide recommendations for changes to existing network infrastructure based upon design requirements and information collected during Discovery.

Implementation and Testing

1. Configure implementation-specific switches and routers.
2. Configure system components per agreed upon design and Seller best practice.
3. Execute tests per test plan for system components within the scope of the project.

PROJECT ASSUMPTIONS

HARDWARE AND SOFTWARE

1. All WAN and PSTN circuits will be terminated, provisioned, and functioning properly.
2. Cabling will be functioning and terminated.

PREPARATION

1. The current network must function properly (no adverse conditions) prior to the implementation of new equipment.
2. Cabling to all switch and router equipment is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.

INTEGRATION/MIGRATION

1. Integration cutover work will be performed during off hours to avoid any unforeseen disruption of service.
2. The new network will be designed and implemented in parallel to the existing network. After the parallel implementation is complete, or nearly complete, the integration of the two networks will occur.
3. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.

ACCEPTANCE AND CHANGES

1. All design changes will be required to be signed off on by the Seller senior engineer and the Customer project manager. Changes that are requested following the design freeze may affect project fees. Any changes that are requested to be made by Seller after the completion of the design freeze will be billed on a time-and-material basis.
2. All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a manufacturer support contract will be billable on a time-and-material basis.

SUPPORT

1. Seller will provide services only on Cisco's generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a Change Order.
2. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.

OUT OF SCOPE

1. Removal of Packing Materials.
2. WAN Circuit Issue Remediation and Troubleshooting.
3. Copper and Fiber Cabling Remediation and Troubleshooting.
4. Remediation and Troubleshooting of issues not related to implemented equipment.
5. Removal of Electronic waste (This can be done via separate service fee)

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

ITEM(S) PROVIDED TO CUSTOMER

Table – Item(s) Provided to Customer

Item	Description	Format
Design Document	Description of the approved design	PDF
Network Diagram	Visual depiction of the approved design	PDF
Test Plan	Description of the test plan and success criteria	PDF

Item	Description	Format
Project Plan	Project plan showing timelines and milestones	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

Kickoff Meeting. Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

Project Schedule or Plan. A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

Change Management. When a change to a project occurs, the Seller’s project change control process will be utilized.

Project Closure. Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- Acts as the main POC to customer, if requested

Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

CONTACT PERSONS

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.

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

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

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.

PROJECT SCHEDULING

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

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
 - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
 - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
 - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

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

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

Services Fees of \$22,760.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 106 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

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

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

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

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

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	24	\$5,400.00
Senior Engineer – Per Hour	\$215.00	64	\$13,760.00
Project Manager – Per Hour	\$200.00	18	\$3,600.00
Estimated Totals		106	\$22,760.00

EXPENSES

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

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

TRAVEL NOTICE

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer’s request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

CUSTOMER-DESIGNATED LOCATIONS

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

SIGNATURES

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

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.

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: *Chris Schroeder*
Chris Schroeder (Jun 11, 2021 11:50 CDT)

By: *Catherine A. Erickson*
Catherine A. Erickson (Jun 11, 2021 10:53 CDT)

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Jun 11, 2021

Date: Jun 11, 2021

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

Mailing Address:
215 N 1ST AVE E, ACCTS PAYABLE
DULUTH, MN 55802-2058

01-E-005-108-155-466-000

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

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

Location(s)	Address
District Office	215 N First Ave E, Duluth, MN 55802



STATEMENT OF WORK

Project Name:	Duluth Public Schools-2021.06-vCISO	Seller Representative:
Customer Name:	Duluth Independent School District No. 709 (MN)	Dave Donarski
CDW Affiliate:	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
Date:	June 10, 2021	Solution Architect: Tyler McChristian
Drafted by:	Karina Ramos	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Duluth Independent School District No. 709 (MN) (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at www.cdwg.com (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT DESCRIPTION

PROJECT SCOPE

Seller will provide a “Virtual Chief Information Security Officer” (vCISO) service (“**Service(s)**”) through its “Security Advisory Services” practice, which includes a technology neutral security consultant (“**Security Consultant**”) to advise on Customer’s security strategy and planning initiatives. Seller will facilitate Customer’s rollout of security products and services in alignment with Customer’s wider security, risk, and compliance program. This service is delivered flexibly, as agreed by the parties, with the intention of enabling the Customer to better achieve business objectives.

The objective of these Services is to assist Customer’s efforts to improve the maturity and scope of its existing security practices. The Security Consultant will conduct a gap assessment as part of the onboarding process and create an initial roadmap guiding the Customer toward its objective of improving the maturity and scope of its security program. Following the creation of the initial roadmap, the Security Consultant will meet with the Customer to review the roadmap and plan implementation strategy. As the Customer environment evolves, the Security Consultant will advise Customer on the evolution of its corresponding security, risk, and compliance programs, which may include the following main activities:

- Provide Customer with knowledge regarding best practices, industry trends, and reference materials
- Provide guidance on Customer’s high-level design for security projects
- Review Customer’s technical-level designs for alignment with high-level designs
- Provide guidance related to Customer’s security architecture, network, assessment recommendations, and remediation plans
- Provide guidance on Customer’s selection and application of security controls

- Discussion of Customer’s business objectives around data classification, regulatory needs, and compliance environment
- Provide guidance on Customer’s security operations, security governance, compliance and risk management

This SOW is for the duration of 12 months from the signature date.

Upon commencement of this SOW, the parties will agree upon a date for the Security Consultant to conduct a gap assessment and initial roadmap. Following the creation of the initial roadmap, the Security Consultant will meet with the Customer to discuss the roadmap and plan Customer’s implementation strategy.

Service	Services details
Initial Gap Assessment (Interview-Based)	Review Customer’s business processes to determine the security posture as compared to industry best practices and appropriate security frameworks
vCISO Services	Provide security consulting services for the Customer addressing the findings in the Gap Assessment and any other objectives deemed relevant by the Customer and the Security Consultant. While Customer’s actual consumption of these vCISO Services may vary from month to month, Seller will provide a total of 200 hours of vCISO Services (estimated at an average of 16/hrs. per month) over the course of a 1-year Term.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Together with Seller, schedule the performance of the Services.
2. Provide a technical contact person as necessary to assist Seller to complete requested services.
3. Provide Seller with timely access to available documentation, as required, which may include: company business goals and strategies; existing IT and security strategy, policies, and procedures; any relevant regulatory considerations; previous security or audit assessments.
4. Customer personnel will be available on a timely basis, and when reasonably requested by Seller, Customer personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews, and obtain other input.
5. Customer is required to verify data/application integrity prior to any review of data.
6. It is sole responsibility of the Customer to comply with all applicable legal, regulatory and compliance requirements
7. It is at Customer’s sole discretion and it is Customer’s sole responsibility to implement recommended remediation plan(s) and/or specific controls provided by the Security Consultant.

PROJECT ASSUMPTIONS

In addition to any other assumptions described in this SOW, Seller assumes the following:

1. All discovery services are dependent on Customer’s knowledge of its current environment. including networking infrastructure, IT security systems, storage area network, Virtualization, and supporting infrastructure services.
2. Seller’s performance of the services is limited by the Customer’s knowledge of the functionality of Customers’ environment,
3. Customer will provide remote access to systems, if required. If no remote access system is in place, Seller will use a remote access solution of its choice to assess Customer’s current environment.
4. If Customer requires Seller to perform additional tasks or services that fall outside the scope of this SOW, additional charges may apply, and will require sign-off by both parties before Seller will perform additional tasks or services.
5. All services performed will be remotely unless agreed upon by Customer and Seller. If onsite is required, additional charges will be incurred as described in the Expense section below.
6. Customer understands and agrees that Seller’s recommendations and guidance will not be considered legal advice.

OUT OF SCOPE

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order, including, but not limited to implementation services, network assessments, or security and vulnerability assessments.

ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table – Item(s) Provided to Customer

Item	Description	Format
Initial Gap Assessment Briefing	Summary of the gaps discovered in business processes, technologies and people as set forth by industry best practices and appropriate security frameworks	PowerPoint
High-Level Remediation Plan	Prioritized roadmap and strategy	PDF
Ongoing Engagement Updates	Quarterly updates to review completed tasks and agree on next steps	PowerPoint

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

PROJECT OVERSIGHT

Seller will assign an Associate Project Manager to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **Point of Contact.** Act as a Point of Contact for changes or escalations that may arise during the project.
- **Project Closure.** Recap the project activities, provide required documentation, identify any next steps, and formally close the project

CONTACT PERSONS

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.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (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, and when Services are performed at a Customer-Designated Location, the Customer Contact

Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

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.

PROJECT SCHEDULING

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

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
 - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
 - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
 - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$57,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Upon Signature	100%	\$57,000.00
Totals	100%	\$57,000.00

EXPENSES

When Seller’s personnel are located more than 45 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

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

TRAVEL NOTICE

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

CUSTOMER-DESIGNATED LOCATIONS

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

SIGNATURES

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

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.

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: *Chris Schroeder*
Chris Schroeder (Jun 11, 2021 10:37 CDT)

By: *Catherine A. Erickson*
Catherine A. Erickson (Jun 11, 2021 10:02 CDT)

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Jun 11, 2021

Date: Jun 11, 2021

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

215 N 1ST AVE E, ACCTS PAYABLE

DULUTH, MN 55802-2058

01-E-005-108-155-4166-000

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

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

Location(s)	Address
District Office	215 N First Ave E, Duluth, MN 55802



STATEMENT OF WORK

Project Name:	Duluth Public Schools-2021.06-Zero Dollar IR	Seller Representative:
Customer Name:	Duluth Independent School District No. 709 (MN)	Dave Donarski
CDW Affiliate:	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
SOW Created Date:	June 09, 2021	Solution Architect: Tyler McChristian
Drafted by:		

This statement of work (“Statement of Work” or “SOW”) is made and entered into on the last date that this SOW is fully executed as set forth below (“SOW Effective Date”) by and between the undersigned, CDW Government LLC (“Provider,” and “Seller,”) and INDEPENDENT SCHOOL DISTRICT 709 (“Customer,” and “Client,”).

This SOW shall be governed by Seller’s “SOW Services,” accessed via the “Terms & Conditions” link at www.cdwg.com (the “Agreement”), unless Customer has entered into a written agreement with Seller covering Customer’s purchase of services from Seller (“Existing Customer Agreement”), in which case Customer’s obligations shall be subject to the terms of such Existing Customer Agreement. If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

DESCRIPTION OF SERVICES

SERVICE SCOPE

Seller will rapidly respond to Customer’s security incidents and work with Customer’s information technology teams during the investigation of the security incident. Seller’s team of incident response consultants will work with Customer’s staff to collect and triage artifacts, identify suspicious activities, and create and assist with the implementation of containment and eradication plans.

Customer has requested Seller’s assistance in mitigating a current or potential security incident(s). Under this SOW Seller will provide assistance to Customer in addressing various security incidents including but not limited to malware intrusion, business email compromise, and unauthorized access. Seller will not provide more than 80 hours of services per security incident unless otherwise agreed pursuant to a change order. Incident response engagements that require more than 80 hours of services will require a change order that defines the incident response tasks, necessary resources, and cost of fulfilling objectives. This SOW is valid for a 12-month period from the date of signature.

Subject to the other provisions of this SOW, Seller will perform the following incident response services (the “Services”) per incident:

- Triage and identification of security incident, including live response and analysis
- Collect artifacts of compromise or breach if available
- Development of Indicators of Compromise to be utilized during containment and remediation
- Development of a containment approach and strategy

- Assistance with containment
- Development of a remediation/eradication strategy and process
- Incident report that contains the investigative and discovery methods utilized by Seller, and the background, findings and artifacts, and remediation recommendations
- Additional remediation recommendations if applicable

The Seller and Customer will work together to determine appropriate next steps. This may include asking Customer to provide artifacts (e.g., event data [logs], malware samples, forensic images or live response collections) to analyze, advising Customer that the deployment of an advanced endpoint security solution may be required, developing additional investigative steps to further evaluate scope of incident.

In the event of a security incident that requires Seller’s assistance, Customer should contact Seller by the following methods:

- During 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays (“**Standard Business Hours**”): Email securityincidentresponse@cdw.com or contact their Account Team
- After Standard Business Hours Support: Call 1-888-793-2480

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer personnel will be available on a timely basis, and when reasonably requested by Seller. Customer personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews, and obtain other input.
2. Granting or facilitating authorized Seller Engagement delivery personnel the timely access to all related Customer's equipment, systems, and devices that Customer and Seller personnel agree to.
3. Customer is responsible for maintaining support on all existing solutions and engaging support of vendors for existing products and services if support becomes necessary.
4. Customer is responsible for notifying their Cyber Security Insurance provider, if applicable, to have CDW added to their policy.

PROJECT ASSUMPTIONS

1. Assigned Security Consultant is not a dedicated resource.
2. All Incident Response Services are reasonable effort and no SLAs of response are provided.
3. Customer will have knowledge about current environment including, networking infrastructure, IT security systems, storage area network, Compute, Virtualization, and supporting infrastructure services.
4. Customer will provide remote access to systems, if required. If no remote access system is in place, Seller will use a remote access solution of their choice to remote control and assess the current environment.
5. If Customer requires Seller to perform additional tasks that fall outside of this proposal, additional charges may be incurred and will require Seller’s sign-off before additional tasks can be completed.
6. Project tasks are focused on incident triage, containment, eradication, remediation, and recovery of the customer environment. If evidence gathering becomes a requirement based on legal proceedings, then a change order will be required for such services.
7. Seller will provide necessary tools for performing incident response. Use of additional products or services may be recommended as part of the containment or remediation efforts of the incident. Customer will be responsible for acquisition of products or services if agreed upon.
8. Travel and Expense will be billed for this project if it is determined that travel is required.
9. Upon contract signature, Seller may take up to 10 days for contract to be activated.

OUT OF SCOPE

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

1. Configuration or implementation of any other solution not directly related to incident response tasks.
2. Any Incident Response Services, and if applicable, any Preparedness Services performed on-site at Customer's location outside of the United States

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

ITEM(S) PROVIDED TO CUSTOMER

Table – Item(s) Provided to Customer

Item	Description	Format
Incident Report	A report that contains the investigative and discovery methods and background, findings and artifacts, and remediation recommendations	PDF

PROJECT OVERSIGHT

Seller will assign a Project Administrator to perform the following activities during the project:

- **Introduction call and Discovery meeting** – Review scope of Services to be provided, provide introduction to Seller's team and perform a baseline discovery of the Customer's environment
- **Incident Status Call.** If incident duration last more than a few days, recurring status calls will be scheduled and managed.
- **Point of Contact.** Act as a point of contact for changes or escalations that may arise during the project.
- **Project Closure.** Recap the project activities, provide required documentation, identify any next steps, and formally close the project.

CONTACT PERSONS

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.

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

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

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.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules

contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

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

Seller will invoice for the Total Fees.

SERVICES FEES

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

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

There will be a minimum of eight (8) hours billed per Incident Response call. Any hourly Units will be measured in one (1) hour increments. When Seller personnel must travel more than two (2) hours to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day.

Table – Services Fees

Consultant	Function	Hourly Rate
Emergency Consultant	Incident Response Engineer	\$375.00
Project Admin	Project Admin	\$150.00

EXPENSES

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

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

TRAVEL NOTICE

Travel Notice is not applicable for Incident response services.

CUSTOMER-DESIGNATED LOCATIONS

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

DISCLAIMER

Customer acknowledges and agrees that Seller’s Incident Response Services are not intended to and are not designed to confirm whether or not Customer’s network environment or systems are completely free from malware or existing intrusion activities. Seller is not expected to conduct a lengthy and detailed assessment of the Customer’s complete environment.

Customer also acknowledges and agrees that while Seller may not observe or discover evidence of active malware or unauthorized intrusion activities, this does not confirm that Customer’s network environment or systems are free from such

risks. Seller's Incident Response Services do not include an assessment of the Customer's security and Seller makes no claims regarding the adequacy of the security of Customer's network environment or systems, or its ability to withstand an attack and respond to an attack.

CARBON BLACK, INC. ("CARBON BLACK") PRODUCTS

If Seller utilizes the Carbon Black's generally available, proprietary software or cloud services products (the "Carbon Black Products") to deliver the Services under this Statement of Work, the following terms will apply:

1. **Customer Indemnity.** Customer will defend and indemnify Seller, Carbon Black and their respective affiliates, subsidiaries, officers, directors, employees, agents and assigns against any and all claims, damages, losses, liabilities and expenses (of whatever form or nature, including, without limitation, reasonable attorneys' and expense fees and costs of litigation), whether direct or indirect, that they or any of them may sustain, or that may be claimed against them, as a result of Customer or End User's violation of any law, regulation or lawful order.
2. **Compliance with Laws.** Carbon Black and Seller will comply with all laws and regulations applicable to it respectively, and the provision of the Carbon Black Products under this Agreement. Neither Seller nor Carbon Black is responsible for compliance with any laws or regulations applicable to Customer or Customer's End Users'. Customer must comply with all laws and regulations applicable to it and to its End Users' industries. Neither Seller nor Carbon Black determines whether any data processed by the Carbon Black Products includes information subject to any specific law or regulation.
3. Customer has no right to use the Carbon Black Products and will be responsible for any misuse of the Carbon Black Products by Customer or its End Users unless and until Customer licenses the Carbon Black Products directly from Carbon Black, whereupon any Customer use or misuse will be governed by the applicable Carbon Black license.
4. **DISCLAIMER OF WARRANTIES. THE FOLLOWING DISCLAIMERS SUPERSEDE ANY WARRANTIES OF ANY KIND PROVIDED ELSEWHERE: THE CARBON BLACK PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. SELLER AND CARBON BLACK EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ERROR FREE OPERATION OR NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS. FURTHER, NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES PROVIDED BY SELLER OR CARBON BLACK, OR ANY INFORMATION, CONTENT, OR DATA CONTAINED THEREIN, WHETHER MADE BY SELLER, CARBON BLACK, OR THEIR RESPECTIVE EMPLOYEES OR OTHERWISE, WILL BE DEEMED TO BE A WARRANTY BY SELLER OR CARBON BLACK FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SELLER OR CARBON BLACK WHATSOEVER.**

SIGNATURES

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

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.

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: _____

By: Cathy Erickson

Name: Ryan Walker

Name: Cathy Erickson

Title: Sr Mgr Solution Domain

Title: CFO

Date: _____

Date: 10/10/21

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

215 N 1ST AVE E, ACCTS PAYABLE

DULUTH, MN 55802-2058

01-E-005-108-155-466-000

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

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

Location(s)	Address
District Office	215 N First Ave E, Duluth, MN 55802



STATEMENT OF WORK

Project Name:	Duluth Public Schools-2021.06-Playbook Development	Seller Representative: Dave Donarski +1 (847) 465-6000 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government LLC	
Date:	June 10, 2021	Solution Architect: Tyler McChristian
Drafted by:	Ted Psaras	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Duluth Independent School District No. 709 (MN) (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at www.cdwg.com (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT DESCRIPTION

PROJECT SCOPE

CDW's Incident Response Program Development Consulting Services provides organizations an assessment of their current Incident Response practices including documented policies and plans, if available. The Program Development also includes a workshop session with key Customer personnel to discover the pertinent business and IT security requirements of the organization. This Service concludes with the development of Incident Response policy, plan, and essential playbooks. This Service consists of three phases beginning with an Assessment and Discovery Workshop, followed by material creation (policy, plan, and playbooks). The final phase includes deliverable materials review with the Customer and concludes with material updates based on Customer feedback.

Customer has requested Seller’s assistance to assess their Incident Response practices including existing policies, plans, and playbooks [if available] and develop Incident Response policy, plan, and playbooks.

Seller will perform the following Incident Response Program Development activities:

1. Coordination and leading a one-day workshop
2. Assessment of existing Incident Response policy, plan, and playbooks
3. Determination of breach notification requirements relevant to customer including regulatory, vertical, and compliancy
4. Development of Incident Response policy and plan
5. Development of Incident Response playbooks (Malware, Ransomware, Unauthorized Access, DDOS, and Business Email Compromise)

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer personnel will be available on a timely basis, and when reasonably requested by Seller. Customer personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews, and obtain other input.
2. All information (such as but not limited to: designs, topologies, requirements) provided by Customer is assumed to be up-to-date and valid for the Customer's current environment. Seller Services are based upon information provided to Seller by Customer at the time of the Services.
3. Customer will be responsible for providing all relevant business compliancy and regulatory requirements to Seller Engagement delivery personnel in a timely manner.

PROJECT ASSUMPTIONS

1. In addition to any other assumptions described in this SOW, CDW assumes the following: Customer will provide either a Program Manager or other consistent and knowledgeable resource familiar with the Customer environment, processes, and procedures in order to facilitate the timely execution of the scope Seller is expected to complete as part of this proposal.
2. Customer and Seller will follow Seller's Engagement Management Methodology for this Engagement. Seller's Engagement Management Methodology may be attached to this proposal, but if it is not, it is simply as follows: Customer will work with Seller so that together we can define roles and responsibilities, develop project and test plans, identify risks, maintain change management procedures and ensure management of open issues.
3. If Customer requires Seller to perform additional tasks that fall outside of this proposal, additional charges may be incurred and will require Seller's sign-off before additional tasks can be completed.
4. Customer has knowledge about current environment including, networking infrastructure, IT security systems, storage area network, compute, virtualization, and supporting infrastructure services.
5. Customer resources committed to the engagement will be made available throughout the engagement.
6. Customer must sign a Change Order before any work that is outside of the listed scope can be performed.
7. Project tasks will be completed during business hours (8am to 5pm, Monday through Friday).

OUT OF SCOPE

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

1. All Services not specified in this SOW are considered out of scope and will be addressed with a separate proposal or SOW or Change Order.
2. Any business or financial analysis not directly related to the services included in this proposal

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

ITEM(S) PROVIDED TO CUSTOMER

Table – Item(s) Provided to Customer

Item	Description	Format
Incident Response Policy	A document containing the organization's Incident Response policy.	Word and PDF
Incident Response Plan	A document containing the organization's Incident Response policy.	Word and PDF
Incident Response Playbooks	Multiple documents containing Incident Response playbooks for different incident types.	Word, Visio, and PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT OVERSIGHT

Seller will assign an Associate Project Manager to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **Point of Contact.** Act as a Point of Contact for changes or escalations that may arise during the project.
- **Project Closure.** Recap the project activities, provide required documentation, identify any next steps, and formally close the project

CONTACT PERSONS

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.

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

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

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.

PROJECT SCHEDULING

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

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
 - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
 - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
 - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$10,500.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Upon Completion of Work	100%	\$10,500.00
Totals	100%	\$10,500.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

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

SIGNATURES

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

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.

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: *Ryan Walker*
Ryan Walker (Jun 14, 2021 10:00 CDT)

By: *Catherine A. Erickson*
Catherine A. Erickson (Jun 11, 2021 10:02 CDT)

Name: Ryan Walker

Name: Cathy Erickson

Title: Sr Mgr Solution Domain

Title: CFO

Date: Jun 14, 2021

Date: Jun 11, 2021

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

215 N 1ST AVE E, ACCTS PAYABLE

DULUTH, MN 55802-2058

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CUSTOMER-DESIGNATED LOCATIONS

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