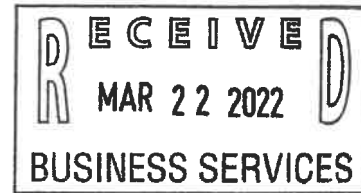




February 1, 2022



To the School Board  
Independent School District No. 709  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

We are pleased to serve as the independent auditors for Independent School District No. 709 (“Client”) for the year ended June 30, 2022. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement and is collectively referred to herein as the “Letter” or the “Engagement Letter.”

### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$44,150. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

In addition, Wipfli LLP (“Wipfli”) will be adding a fee of \$7,500 for the preparation of the financial statements.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

### Audit Scope and Objectives

We will audit Client’s financial statements and the disclosures, which collectively comprise the basic financial statements, of the governmental activities, each major fund and aggregate remaining fund information of Client.

Accounting standards generally accepted in the United States of America (“GAAP”) provide for certain required supplementary information (“RSI”), such as management’s discussion and analysis (“MD&A”), to supplement

Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Information about the District's Net Pension Liability
3. Information about the District's Other Postemployment Health Care Plan
4. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

1. Fiscal Compliance Table
2. Schedule of Expenditures of Federal Awards
3. Combining Nonmajor Governmental Fund Financial Statements
4. Individual Fund Schedules

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

#### Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come

to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### **Audit Procedures – Internal Control**

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

As required by the Uniform, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.



The Uniform Guidance require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of these procedures will be to express an opinion on Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its

knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The audit shall be conducted on Client premises at a mutually agreeable time, and Client shall provide space deemed adequate by the auditor.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

## Reporting

We will issue written reports, as listed in the following paragraph, upon completion of our audit of Client's financial statements. Our reports will be addressed to the School Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We expect to issue the following reports:

- A report on the financial statements including an opinion as to whether the schedule of expenditures of federal awards is presented fairly, in all material respects, in relation to the financial statements taken as a whole.
- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.
- A report on compliance with requirements applicable to each major program and report on internal control over compliance in accordance with the Uniform Guidance.
- A schedule of findings and questioned costs.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

## Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with Simone Zunich. Timely completion of this work will facilitate the completion of our engagement.

## Engagement Partner

Michelle Swoboda, CPA will be your audit engagement partner.

### Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, Management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### Annual Information Filings

Our engagement will include the preparation of the federal data collection form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

### Conclusion and Approval to Proceed

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

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*

Wipfli LLP

ACCEPTED: INDEPENDENT SCHOOL DISTRICT NO. 709

By: Cathy Erickson

Cathy Erickson, CFO  
(Print Name and Title)

Date: 3/23/22

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Enc.

Budget Code 01 E 012 110 000 305 800

**1. Entire Agreement**

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

**2. Commencement and Term**

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

**3. Termination of Agreement**

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

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

**4. Fee Estimates and Change Orders**

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

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

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

**5. Payment of Fees**

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

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

## Professional Services Terms and Conditions – Attest Engagements

action by us to collect payment of our invoices, Wipfli and Client agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. **Governing Law**

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

13. **Severability**

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. **Notices**

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

15. **Electronic Signature**

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

16. **Record Retention**

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. **Assignment**

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all

or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. **Force Majeure**

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

## CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 29th day of September, 2021

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Theresa Willems

OF THE SECOND PART

### **Background:**

- A. Independent School District No. 709 and Theresa Willems (the "Parties") entered into the contract (the "Contract") signed October 6, 2021, for the purpose providing consultancy and support services for Human Resources department.
- 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. Independent Contractor: Original contractor listed was Theresa Willems. This amendment changes the independent contractor name to Leadership Transformation Consulting.
  - b. Reimbursement. Original reimbursement was not to exceed \$20,000.00. This amendment would increase the not to exceed amount to \$35,000.00.

### **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.

Theresa Wells → 87-4097527 3/8/2022  
Contractor Signature SSN or EIN Date

Abhim Serrano 3/8/2022  
Program Director Date

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

This contract is funded by either (1) the following budget (include full 18 digit code), (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:

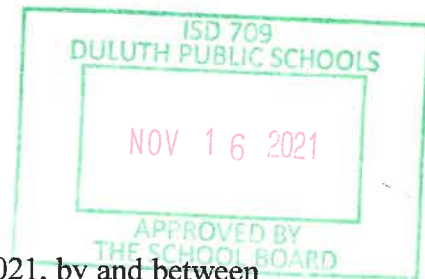
XX Check if the contract will be paid using District funds and enter the budget code in the top line below.

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

Patricia Olson 3/14/22  
CFO/Superintendent of Schools/Board Chair Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Theresa (Teri) Willems, an independent contractor, hereinafter called Contractor.

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

### **The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1<sup>st</sup>, 2021, and shall remain in effect until June 30, 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.** To provide consultancy and support services for the Human Resources department, and in addition, departmental analysis and input on systemic improvements. This role may also include onboard support for the newly hired Human Resources Director.
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 \$87.50 hourly and \$20,000.00 in total. Contractor will also be reimbursed for mileage at the current year IRS mileage rate, hotel and meals.

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, Superintendent, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1420 Spring Street, Sobieski, WI, 54171.

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.



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.

Theresa L. Willems  
Contractor Signature

[REDACTED]  
SSN/Tax ID Number

10/4/2021  
Date

Lee Haffner  
Program Director

10/6/2021  
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:**

XXX 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
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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

John Mayo  
CFO / Superintendent of Schools / Board Chair

10/6/21  
Date

EMAILED

*(NEW)*

# INVOICE

FEB 14 2022

TO: *Shauna/Patty*

Leadership Transformation Consulting  
United States

BILL TO  
Duluth Independent School District 709  
John Magas

Invoice Number: 1  
Invoice Date: December 31, 2021  
Payment Due: January 31, 2022

19204197208  
John.Magas@isd709.org

Amount Due (USD): \$26,048.25

Items	Quantity	Price	Amount
<b>Mileage</b> IRS rate	4642.4	\$0.56	\$2,599.74
<b>Hourly Services</b> Consultation, Interim Human Resources Director, Department/District Support Services Rendered October 2021 through December 2021	258	\$87.50	\$22,575.00
<b>Per Diem Travel Expenses</b> Hotel Nights November and December	1	\$873.51	\$873.51

Total: \$26,048.25

Amount Due (USD): \$26,048.25

RECEIVED

FEB 09 2022

Accts Payable

Notes / Terms

Country Inn and Suites, Hermantown, 9 nights.

TO AP 3/23/22

01 E 012 105 000 305 105

*Catherine Severson*

2/01/22

*Catherine Erickson*

Catherine Erickson, CFO

3/23/22

March 18, 2022

**For:** Sheila Oak  
Dietetic Technician Registered  
Supervisor of Child Nutrition Program  
Duluth Public Schools/ISD 709  
215 North 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
218.336.8700 x 1017  
[Sheila.oak@isd709.org](mailto:Sheila.oak@isd709.org)  
[www.isd709.org](http://www.isd709.org)

**Name:** School Menu Solutions: Menu Software Subscription and Support Services for USDA Meal Programs Renewal

In our ongoing commitment to your school district, ProTeam Foodservice Advisors (ProTeam) is pleased to offer a **School Menu Solutions** software subscription and support services renewal for the 2022-23 school year.

We have customized the program to the needs of your district, modified the fee structure slightly and will continue to provide all the same services and access to the software with many new upgrades.

Below is an explanation of changes/additions to your software and service over the past year and a summary of charges for the upcoming school year.

**SCHOOL YEAR 22-23 FEES FOR SOFTWARE AND MENU SUPPORT SERVICES**

Description	Costs
Software Subscription (Production Records and Interactive Menu Website)	\$6,500.00
Professional Set-up & Support Services - Initial Proposal: 21 menus totaling 41 cycle weeks - SY 2022-23: 22 menus totaling 35 cycles weeks <i>*Each additional cycle week is charged at \$150/cycle week</i>	\$7913.00
<b>Total Cost of Software and Services</b>	<b>\$14,413.00</b>

**Menu Detail SY22-23**

<b>Menu</b>	<b>Menu Type</b>	<b>Weeks in Cycle</b>
Breakfast (Schools 1 - 9 ) (K-5)	SBP	1
Breakfast (Schools 10-11) (6-8)	SBP	1
Breakfast (Schools 12 -13) (9-12)	SBP	1
Elem Lunch (K-5)	NSLP	4
MS Lunch (6-8)	NSLP	4
MS Bun Line (6-8)	NSLP	1
MS Boxed Salad (6-8)	NSLP	1
MS Pizza (6-8)	NSLP	1
MS Sub Line (6-8)	NSLP	1
HS Lunch (9-12)	NSLP	4
HS Bun Line (9-12)	NSLP	1
HS Boxed Salad (9-12)	NSLP	1
HS Pizza (9-12)	NSLP	1
HS Sub line (9-12)	NSLP	1
K-8 Lunch Rockridge Academy	NSLP	4
Fruit and Vegetable Bar	-	1
After School Snack	CACFP	1
Supper (9-12)	CACFP	1
Summer Breakfast	SFSP	1
Summer Lunch	SFSP	2
Summer Bag Lunch	SFSP	1
Summer Bag Breakfast	SFSP	1
	<b>TOTAL</b>	<b>35</b>



ProTeam is a partner with Cool School Café and offers the opportunity to use district points to offset some or all of the fees quoted above. Check out their website [www.coolschoolcafe.com](http://www.coolschoolcafe.com).

Menu software subscription and support services are billed annually and renewal rates will be provided within 45 calendar days of required renewal and/or before the start of the new school year. Should the district choose to terminate this contract, the district must provide written notice to ProTeam Foodservice Advisors within 10 calendar days of the renewal contract date.

Renewal fee for subsequent years depends on:

- Cost of software upgrades
- Addition of ingredients, recipes, and/or menus
- Menu changes for new and/or reformulated products, ingredients and recipes

**FUTURE FEES FOR SOFTWARE AND MENU SUPPORT SERVICES**

<b>ProTeam Build Out and Support for Services Above and Beyond Current Contract</b>	
Build Recipes - 50 count package	\$995
Build One Week of Cycle Menu	\$150
Menu Changes (1 day opened = 1 change) - Package of 50 days changes	\$495
Success Support Administrative Review Prep (as needed fee)	\$925
Mobile App	\$0.25 per student

Should the district choose to terminate this contract, the district is responsible for retrieving data necessary for its records. Once termination occurs, the district will no longer have access to data electronically in the Health-e Pro software system. Furthermore, if the district decides to sever ties between its district account and the ProTeam Foodservice Advisors account, the district acknowledges that the data created by ProTeam Foodservice Advisors is the intellectual property of ProTeam Foodservice Advisors. If the district wants access to this data upon separation, a fee will be incurred by the district to gain access to this data. Additionally, the data will not be subject to updates or specification changes that may occur after separation. The district will be responsible for such updates and changes.

Fees are based on the requirements for staff time and direct expenses. Any travel time for meetings, work sessions, training and observation site visits are separate from the fixed

fees. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual costs when authorized prior to travel.

Payments may be made via check or credit card. A 3% processing fee will be charged for credit card transactions. Districts may also use ACH payment processing by contacting ProTeam to coordinate the transaction.

Additional services beyond the above scope shall be at \$150.00/hour for menu consultant time and when authorized in writing.

### **PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE**

The Consultant shall provide the following insurance coverages:

Employers' Liability	\$100,000.00 per occurrence / \$300,000.00 policy limit
General Liability	\$2,000,000.00 per occurrence / \$4,000,000.00 aggregate
Professional Liability	\$1,000,000.00 per occurrence
Auto Liability	\$1,000,000.00 per occurrence

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall furnish the Client with a Certificate of Insurance evidencing the insurance levels listed above.

### **SUCCESSORS AND ASSIGNS**

ProTeam Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in respect to all covenants of this agreement. ProTeam Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

### **STATEMENT OF INDEPENDENCE**

ProTeam Foodservice Advisors, LLC is an independent consulting firm; our firm including any of the firm principals or associates do not have any formal or informal relationship with food service management companies, software or equipment suppliers, dealers or manufacturers, other than in a normal course of representing our Client's interest. We receive no compensation other than fees from our Clients.

ProTeam Foodservice Advisors, LLC ("Company")



Submitted By: Brittany Herman

03/18/2022  
Date

Name: Brittany Herman, MSA, RD, LD  
Title: Senior Consultant  
brittany@proteamadvisors.com  
1-844-662-3767, Ext 116

Duluth Public Schools / ISD #709

Approved By: Cathie Joe

3/30/22  
Date

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Budget Code 02-005 770 701 405 000



## OPERATING SERVICES LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into as of the 8 day of February, 2022 (“Effective Date”) by and between LEARN21: A Flexible Learning Collaborative, an Ohio non-profit corporation, (“LEARN21”) and Duluth Public Schools (“Licensee”), a Public School whose principal place of business address is 4316 Rice Lake Rd Suite 108, Duluth, MN 55811 for access to and use of certain Operating Services made available by Learn21, subject to and bound by the terms and conditions of this Agreement, as set forth herein:

### 1.0 Definitions.

- 1.1 “Licensee” shall mean Duluth Public Schools and, as to all obligations and limitations contained herein, shall include its employees, managers, directors, officers, employees and agents, acting under Licensee’s direction and control or on behalf of Licensee, for whom Licensee takes responsibility.
- 1.2 “License” shall mean the License granted by this Agreement, to access and use the specified software and servers to obtain the Operating Services.
- 1.3 “Agreement” shall mean this Agreement and all Schedules and Exhibits attached hereto or attached by reference, now or in the future, that contain the terms and conditions applicable to the parties hereto.
- 1.4 “Commencement Date” shall be the date occurring the day after the Trial Term ends, and the first non-trial term begins.
- 1.5 “Confidential information” shall mean any information related to LEARN21, its personnel, its licensees, its suppliers, its plans, the Operating Services, or the education industry, including, but not limited to trade secrets, but nonetheless information that is not generally known, that may be of benefit to LEARN21 or the release of which could cause harm to LEARN21 or benefit LEARN21 competitors or potential competitors.
- 1.6 “Operating Services” shall mean those services obtained through the accessing and use of the specified LEARN21 software and servers, making such services available to Licensee and Licensee’s authorized users, under the terms and conditions set forth in this Agreement, and as specified in Schedule A attached hereto and made part hereof.
- 1.7 “Integration Services” shall mean those acts performed by LEARN21, including, but not limited to the services set forth in Schedule B attached hereto and made part hereof, which services will permit Licensee and

others authorized herein, to access and use the specified software, as provided herein.

- 1.8 "Trade Secret" shall mean trade secret as defined in the Ohio version of the Uniform Trade Secrets Act.
- 1.9 "Trial Term" shall mean a cost-free trial period, as set forth in the Trial Term Addendum No. 1 attached hereto and made part hereof.

2.0 **License.** LEARN21 grants to Licensee and Licensee accepts, in accordance with the terms and conditions set forth hereafter, a non-transferable, non-exclusive license to access and use the LEARN21 servers and software to obtain and use the Operating Services, identified in Schedule A. This Agreement also includes setup, hosting, and Integration Services by LEARN21.

2.1 **Contractual Restrictions.** Licensee agrees that it has no contractual restrictions on entering into this Agreement; that it is legally permitted to enter into this Agreement; and that it will and can comply with all of the terms and conditions set forth herein. Licensee also agrees that there are no local, state or federal statutes, rules, or regulations that interfere with Licensee's ability to fulfill all of its obligations herein or enforcement of this Agreement by LEARN21.

2.2 **Trial Term.** A Trial Term shall begin on the Effective Date of this Agreement and continue as set forth in the Trial Term Terms and Conditions, attached hereto and made part hereof as Addendum No. 1.

2.3 **Term.** The first term of this Agreement shall commence the day after the Trial Term ends and shall run until the next occurring June 30. At the conclusion of the Trial Term, the yearly fees will be prorated from the Commencement Date to the next occurring June 30. Subsequent renewal terms shall run for a period of one (1) year, starting on July 1<sup>st</sup> and ending on the next occurring June 30. This Agreement may be renewed by Licensee for additional one (1) year terms, which would include any modifications to the Agreement. A copy of the modified Agreement, if any, will be sent to Licensee no less than thirty (30) days before the end of a term.

2.4 At the end of the Trial Term or any regular one (1) year term, should Licensee wish to continue to use and access the specified software and continue to obtain the Operating Services, Licensee must submit a purchase order ("PO") to LEARN21. The PO must be submitted to LEARN21 no less than fourteen (14) days prior to the end of the Trial Term or regular one (1) year term, in order to assure sufficient time to review, discuss and try to reach an agreement on the terms of the PO. If a PO is not issued to LEARN21 in a timely manner or an agreement on the PO is not reached, LEARN21 may be unable to assure continuous access to and usage of the specified software at the end of the Trial Term or other regular term. Should the Trial Term or any subsequent term expire, with no agreement on the terms of a PO for a subsequent term, LEARN21 may suspend use of and access to LEARN21 servers, specified software and Operating Services, without further notice. LEARN21's failure to suspend such

access and services, when it has a right to do so, shall not prejudice LEARN21's right to subsequently suspend such access and services at time during which there is no agreed PO in place for the continuation of such access and services.

2.5 If Licensee chooses to renew, the length of Licensee's obligation will be for an additional one (1) year term. Due to LEARN21's pricing structure and financial projections, Licensee may not terminate this Agreement in mid-term, other than the trial-term, absent either (1) written agreement with LEARN21 permitting termination or (2) substantial breach of this Agreement by LEARN21.

2.6 Use of Name and Trademarks. All trademarks, service marks and trade names identifying LEARN21 or LEARN21 products or services (the "Marks") are the exclusive property of LEARN21. Licensee shall take no action which Licensee knows or should reasonably know is or will be likely to result in financial harm to LEARN21 or harm to its reputation or the goodwill in the Marks. Licensee acknowledges that use of the software may require that LEARN21 include Licensee's name in registrations and administrative filings which are available to the public. Licensee agrees that LEARN21 may include Licensee in LEARN21 marketing brochures and materials.

3.0 **Ownership.** Licensee acknowledges that no ownership rights nor any other rights of any kind are transferred by this license, other than the right to use the Operating Services only as provided herein. Licensee, its employees, agents, or others permitted access to the Operating Services, whether or not authorized by this Agreement, are prohibited from accessing the Operating Services code, reverse engineering, downloading, copying, selling, distributing, providing a copy of the Operating Services, in any format, or providing use of the Operating Services or otherwise transferring the Operating Services or any copy thereof or the user's manual or any copy thereof to any third party, including any parent, subsidiary or affiliate of Licensee. Any download or copy of the Operating Services, including the media upon which any such copy is placed, shall become the property of LEARN21 immediately upon the creation of such copy.

3.1 Licensee may not use the results from improperly accessing, reverse engineering or decompiling of the Operating Services or assist others in using such reverse engineering or decompiling, to create Operating Services, which are substantially similar to the Operating Services or which produce services that are competitive with the Operating Services.

3.2 This license is restricted to use by Licensee for Licensee's own business and operating purposes. It does not extend to any parent, subsidiary or other affiliated entities or political subdivisions of Licensee, as may now or in the future exist.

4.0 **License Fee.** The License Fee and the terms of payment are as shown in Schedule A, attached hereto and made part hereof.

5.0 **Taxes.** License fees paid for use of the Operating Services are exclusive of all federal, state and local taxes. If any tax is due as a result of this transaction, except for taxes based upon LEARN21's income, Licensee agrees to pay such amount.

6.0 **Proprietary Rights in the Specified Software and Operating Services.** Licensee acknowledges and agrees that the Operating Services, the specified software and Operating Services documentation and manuals, if any, and all copies (hereinafter all collectively referred to as the "Operating Services") provided under this License, belong to LEARN21 and are subject to the LEARN21's proprietary rights. The nature of the Operating Services are to be considered both a trade secret and confidential information belonging to LEARN21, for which disclosure is prohibited, except to the extent specifically authorized by this Agreement. LEARN21 holds all rights, title and interest to the software and the Operating Services, including, but not limited to the file structures, codes, graphics and functionality. Such rights include rights in copyright, trade secret, and trademark.

6.1 Providing access to the specified software and Operating Services or other components of the specified software or Operating Services to any unauthorized third parties or permitting use by any such third parties, without the specific written consent of LEARN21, is absolutely prohibited.

6.2 Licensee agrees that it will immediately disclose to LEARN21 any violation of this Agreement, which comes to its attention, and will assist LEARN21 in halting or limiting damage from such violation and in pursuing whomever has caused such violation to occur, including providing assistance, documents and witnesses in seeking any injunctive relief. This section is in addition to, not in substitution of, any rights which LEARN21 may have at law or otherwise and is not limited as to duration by the term of this Agreement.

7.0 **No Transfer of this License.** This Agreement provides for no transfer of any rights, title or interest in the software or Operating Services. Licensee may not transfer, by assignment, sale, gift, or otherwise the specified software or Operating Services nor permit any form of lien or claim upon the specified software or Operating Services or any components of the specified software or Operating Services, or copies thereof, or any license rights granted herein, without the prior written consent of Licensee.

8.0 **Enhancements.** Licensee has no rights to create modifications or enhancements to the specified software or Operating Services, without written permission from LEARN21. Should Licensee, despite such prohibitions, create copies, modifications or enhancements, whether by permission or in violation thereof, in addition to all other rights available to Licensee at law, all ownership rights, title and interest to such copies, enhancements or modifications, shall belong solely to LEARN21. If created with the permission of LEARN21, Licensee is hereby granted a license to use such enhancements for so long as this Agreement and a current PO to access and use the Operating Services continues in force. However, this License is not generally for the purpose of creating enhancements. ANY ALTERATION OF THE SPECIFIED SOFTWARE OR OPERATING SERVICES, WHICH MAY HAVE UNDESIRABLE

CONSEQUENCES, WILL VOID ALL WARRANTIES SET FORTH IN THIS AGREEMENT AND POTENTIALLY SUBJECT LICENSEE OR USERS TO LIABILITY THEREFORE.

9.0 **Data Privacy and Sharing** The Parties acknowledge that the Licensee is subject to the Family Educational Rights and Privacy Act (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that LEARN21 is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because LEARN21: (1) provides a service or function for which the Licensee would otherwise use employees; (2) is under the direct control of the Licensee with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. Learn21 may use de-identified product and usage data for product development, research, or other purposes. De-identified data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, LEARN21 agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party not authorized to receive such data pursuant to this provision unless that party agrees not to attempt re-identification.

9.1 **LEARN21 May Not Use any Personally Identifiable Information ("PII")**. Under no circumstances will LEARN21 sell, provide, or offer any PII to any 3<sup>rd</sup> party for any reason, other than as may be needed for the purpose of improving the operating software or by order of any governmental authority. Under no circumstances will LEARN21 access, copy or use any PII for any reason, other than as may be needed for the purpose of improving the operating software. In such a circumstance, all PII, so used, will be deleted in its entirety, so as to be unrecoverable, as soon as use for improving the software is completed. Further, upon the termination of this Agreement with LEARN21 or any renewals hereof, all PII in LEARN21's possession, along with any copies, summaries or outlines of such PII, will be deleted from all electronic systems, so as to be unrecoverable, and all hard copy will be destroyed, within no more than thirty (30) days after termination. Licensee shall be notified of such deletion and destruction.

10.0 **Data Storage and Access**. LEARN21 uses significant security measures to protect the privacy of our users' data. These security protections include, but are not limited to, de-identification of certain personally identifiable information, encryption of all data at rest, and encryption of all data in transit. Licensees data will be in a fully hosted, managed virtual data center service that provides a comprehensive and private secure cloud computing site. Licensees will receive a comprehensive file backup solution daily that protects users against data loss. LEARN21 considers and acknowledges all data that LEARN21 may gather from Licensee or devices it owns and manages is the property of the Licensee. LEARN21's Licensees have complete and unequivocal rights to their data and how they wish their data to be utilized. Licensee can request access, removal, purging of Licensee data at any time by sending an email



to [info@learn21.org](mailto:info@learn21.org).

11.0 **Security.** LEARN21 uses industry best practice security technology, including next generation firewalls, network access controls, and DDoS mitigation, to protect against access, loss, misuse, or alteration of user information. All data resides in SOC 2-compliant data centers in the United States. Accessing LEARN21 services from another jurisdiction, you hereby consent to the transfer and processing of your information in the United States. LEARN21's Privacy Policy does not extend to any limitations inherent in the Internet or World Wide Web that are beyond LEARN21's control. LEARN21 implements password security requirements based on current available best practices; however, it is the Licensee's responsibility to not disclose their passwords. Each user is obligated to maintain the secrecy of the user's password. LEARN21 also takes steps to protect Licensee's personal information offline by limiting the number of people who have access to Licensee's servers and to personal information. In the event of a breach of security affecting personal information, we will take such notification and other steps as may be required under applicable law. We ask that you do not ever send us or provide us highly sensitive information, such as social security numbers, personal health information, Driver's License numbers, etc.. We will not be liable for use or disclosure of any such information if provided to us without our consent.

12.0 **Limited Warranty.** The parties agree that this is an agreement for **licensing of** Operating Services, for the remote use of specified LEARN21 software, not for the sale of goods, and that the Uniform Commercial Code does not apply. LEARN21 grants a limited warranty that the Operating Services will be provided as specified and that it will use reasonable efforts, under the circumstances, to maintain the Operating Services and that, should the Operating Services become unavailable for reasons involving the specified LEARN21 software or LEARN21 host servers, LEARN21's sole limited warranty and remedy available to Licensee is for LEARN21 to use its reasonable efforts to re-establish such Operating Services in a commercially reasonable time.

12.1 Except for the express Limited Warranty set forth above and in the separate Infringement section below, **THERE ARE NO OTHER WARRANTIES, WRITTEN OR ORAL, OR PROMISES, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SPECIFIED SOFTWARE OR OPERATING SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

12.2 **LEARN21 SHALL NOT BE LIABLE FOR DAMAGES, OTHER THAN AS SET FORTH ABOVE, INCLUDING BUT NOT LIMITED TO SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND OPERATING SERVICES, OTHER THAN THAT LEARN21 MAY BE LIABLE UP TO THE AMOUNT PAID BY LICENSEE FOR THIS LICENSE, WHERE A SUBSTANTIAL ERROR CANNOT BE SATISFACTORILY CORRECTED. SHOULD DAMAGES BE AWARDED AGAINST LEARN21, FOR ANY**

**REASON WHATSOEVER, SUCH DAMAGES, IN THE AGGREGATE, SHALL NOT EXCEED THE TOTAL PAID TO LEARN21 FOR THE MOST RECENT ONE (1) YEAR LICENSE GRANTED BY THIS AGREEMENT.**

13.0 **Infringement.** LEARN21 shall defend, at its cost, any claim against Licensee alleging copyright infringement. Licensee shall promptly and in sufficient time to permit LEARN21 to defend, negotiate or settle any such claim, notify LEARN21 of the claim in writing. Such notice to LEARN21 should attach a copy of any Summons and Complaint, Cease and Desist letter or other notice from the party claiming infringement. LEARN21 shall have sole and exclusive control of the handling and disposition of such all claims, including whether and for how much to settle any claims.

13.1 Should an injunction be issued preventing further use of the Operating Services, or should LEARN21 deem itself to be in jeopardy of such, LEARN21 shall, at its sole cost and in its absolute discretion, may either (1) negotiate a license for Licensee to continue use of the Operating Services; (2) replace the Operating Services with other Operating Services which will be substantially similar; or (3) grant Licensee a refund of a pro rata portion of the license fee, with two (2) years being considered the useful life of this version of the Operating Services. **THIS PARAGRAPH CONTAINS THE SOLE REMEDIES AND DAMAGES AVAILABLE TO LICENSEE FOR A CLAIM OF COPYRIGHT INFRINGEMENT. ALL OTHER DAMAGES ARE EXCLUDED, INCLUDING ALL DAMAGES EXCLUDED BY SECTION 8 OF THIS AGREEMENT.**

14.0 **Hold Harmless.** Both LEARN21 and Licensee shall indemnify, defend and hold each other, as well as their officers, directors, agents, elected officials, and employees harmless from and against any third party claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the alleged negligence of either party in connection with performance of this Agreement.

15.0 **Force Majeure.** LEARN21 shall not be liable for any disruption of Operating Services not caused by LEARN21 software or hardware. LEARN21 shall not be liable for any disruptions beyond LEARN21's control; due to any local, state or federal statutes, laws, regulations, rules or court orders; due to any strike, labor dispute, civil disorder, political disorder, war, physical attack, electronic attack, or due to failure on the part of Licensee or those operating with Licensee's authority, to maintain the systems over which the specified software is delivered.

15.1 Force Majeure shall not include a party's financial distress; inability to avoid a financial loss, changes in market prices or conditions, or changes in budget or a party's financial inability to perform its obligations hereunder.

16.0 **Termination.** This License shall terminate upon the happening of the following:

(a) Written notice by one party claiming substantial breach of this Agreement by the other party. The notified party will then have twenty (20) days to cure the claimed breach. Failure to cure will cause the Agreement to terminate.

(b) Written notice by either party, to the other party, that the Agreement will not be renewed at the end of the current term:

(c) Written notice after the expiration of a term, by either party, upon the failure to reach an agreement on the terms of a new PO for a one (1) year term extension.

(d) Either party voluntarily or involuntarily enters into bankruptcy, has a receiver appointed or transfers assets for the benefit of creditors, or is otherwise be disbanded or consolidated with another entity. Should a court prevent termination of this agreement, said agreement may be terminated immediately upon termination of that court's authority.

16.1 Upon termination, Licensee, its employees, directors, officers, managers and those who were authorized to use the Operating Services, shall no longer use or attempt to use the LEARN21 Operating Services.

17.0 This Agreement shall be governed by the laws of the State of Ohio. This Agreement was entered into in Cincinnati, Hamilton County, Ohio, and, without regard to conflict of law issues, all parties to this Agreement hereby specifically submit to jurisdiction of either the Common Pleas Court of Hamilton County, Ohio or the U.S. District Court for the Southern District of Ohio, Western Division, over any action concerning this validity, interpretation or enforcement of this Agreement.

18.0 **Validity.** If any provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be impaired or effected thereby.

19.0 **Time for Bringing An Action.** No action of any kind arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen, nor, in the case of non-payment, more than one (1) year from the date LEARN21 knew of an unpaid invoice.

20.0 **Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, including issues of equity, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), and any judgment on the award rendered by the arbitrator, including injunctive relief, may be entered in any court having jurisdiction thereof. Arbitration shall be filed and conducted at the AAA office in Cincinnati, Ohio or, if such office no longer exists, the next closest office. The discovery rules of The Federal Rules of Civil Procedure shall apply to proceedings held hereunder, as modified as appropriate for arbitration, by the arbitrator. Questions regarding the extent and propriety of discovery shall be determined solely by the arbitrator, absent agreement of the parties.

21.0 **Complete Agreement and Signatures.** This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior agreements, oral or written, and all other communications, promises or discussions between the parties relating to the subject matter of this Agreement.

22.0 **Language.** Without regard to any languages into which this Agreement may be translated, the sole reference, should there be a disagreement between different language versions of this Agreement, shall be the English language version.

23.0 **Department of Commerce Rules.** Licensee specifically agrees, as an essential part of this Agreement, that it will submit to all rules and regulations of the United States Department of Commerce, including the United States Department of Commerce Export Control.

IN WITNESS WHEREOF, the parties having read this Agreement and agreeing to be bound by same, have hereunto set their signatures.

**LICENSOR:**  
LEARN21: A Flexible Learning Collaborative,  
an Ohio non-profit corporation

**LICENSEE:**  
BY: \_\_\_\_\_

BY: William D. Fritz  
TITLE: Executive Director

TITLE: \_\_\_\_\_

Signature: *Wm. D. Fritz*

Signature: *Cathryn Elson*

Date: February 8, 2022

Date: *2/08/22*

Budget Code: 01E 005 108 151 405 011

**"SCHEDULE A"**  
License and License Fee

This Agreement includes the following Operating Services programs and pricing.

- (1) One2One Manager - a single web-based integrated tool to track assets, device assignments, and device breakage. Provides licensee with student/staff and device reporting, student behavior statistics. Provides integration with your Student Information System (SIS) and Mobile Device Management System (MDM).
- (2) License Cost - LEARN21 Operating Services
  - a. License Cost:

8300 Number of Licenses for 1 Year(s)

\$ 11,620 Total Cost

**SCHEDULE "B"****Integration Services:**

- (1) Integration Services includes LEARN21 coordinating with Licensee to integrate with Licensee Student Information System (SIS) and Mobile Device Management System (MDM) to transfer data to One2One Manager
  - a. Student Information System (SIS) – LEARN21 will extract the following data from Licensee SIS at an agreed upon interval for the purpose of use with One2One Manger. SIS extract data: student first and last name, student ID, student email, student grade, student building, parent/ guardian name and email.
  - b. Mobile Device Management System (MDM) - LEARN21 will provide Licensee the ability to extract the following data from Licensee MDM or the purpose of use with One2One Manger. MDM extract data: device serial number, device asset tag, device name, device model, device manufacturer, device location, device expiration.

## ADDENDUM 1

### Trial Term Terms and Conditions

This Addendum provides additional terms and conditions that are applicable during the Trial Term, prior to the Commencement Date for the non-trial License Agreement and is made part of the Agreement.

A1.0 The purpose of the Trial Term is to allow Licensee to test, work with, use and ask questions about LEARN21's specified software and Operating Services prior to becoming obligated to a regular term under this License Agreement. Should there be a conflict between any terms and conditions in this Addendum 1 and terms and conditions elsewhere in this Agreement, the terms in this Addendum will prevail, but only during a Trial Term.

A2.0 The Trial Term will begin on the Effective Date of this Agreement and will end on **June 30, 2022**. The Trial Term will be fee free. Licensee and LEARN21 may agree upon a setup fee during the Trial Term determined on by the Licensee and LEARN21. During the Trial Term, Licensee is not obligated to continue to use the specified software or Operating Services provided by LEARN21. Licensee may notify LEARN 21 in writing, at any time during the Trial Term, that it wishes to terminate further use. As of the date of Licensee's termination or the expiration of the Trial Term, if no PO, for continuing this Agreement, has been issued by Licensee and accepted by LEARN21, Licensee and all those whose rights to use the specified software stem from Licensee's rights, shall no longer be entitled to access or use the specified software.

A3.0 All terms and conditions in the Agreement, other than those specifically altered by this Addendum 1 for the purposes of this Trial Term, shall be in full force and effect, including, but not limited to issues of software security; the rights to access the specified LEARN21 software; the manner in which the specified software may be accessed; licensee's rights, LEARN21's rights, copyright, trademark, trade secret and other intellectual property rights; and all rights and obligations pertaining to PII.

A4.0 Should Licensee choose to continue to access and use the specified software, after the end of the Trial Term, Licensee must submit a PO acceptable to LEARN21 as set forth in the Agreement.



# Houck Transit Advertising

Contract Agreement for Transit Advertising Services

Advertiser Contact Information		Contract Details	
Advertiser Name	Duluth Adult Education	Contract Start Date:	4/1/2022
Agency Name	Catherine Erickson	Contract End Date:	3/31/2023
Contact Name	325 W. 1st Street	Document Date:	3/3/2022
Address 1	Duluth, MN 55802	Contract type:	New
Address 2	218-336-8725	Tax Status:	Exempt*
City, State, ZIP	catherine.erickson@isd709.org	Form Received:	YES
Phone Number		*Sales tax will be collected unless a Sales Tax Exempt Form is received with this contract.	
email address			
Billing Contact Information			
Contact Name	Angle Frank		
email address	ap.vendor@isd709.org		

**INVOICE TO:**

The Agency/Advertiser (undersigned) hereby contracts with Houck Transit Advertising for the placement and maintenance of the media described in the markets as listed below on behalf of Company/Advertiser Name and product/service names herein, upon all terms and conditions set forth on the front and back hereof (page 1 and page 2).

**MEDIA SPACE:**

MARKET	MEDIA TYPE	SIGNS	SIZE	COST PER SIGN	PERIODS	PER PERIOD COST	TAX RATE	TAX AMOUNT	SUBTOTAL
MN Duluth	Interior	60	11" x 28"	\$ 10.00	12.0	\$ 600.00	0.00%	\$ -	\$ 600.00
							0.00%	\$ -	\$ -
							0.00%	\$ -	\$ -
							0.00%	\$ -	\$ -
							0.00%	\$ -	\$ -
							0.00%	\$ -	\$ -
							0.00%	\$ -	\$ -
							0.00%	\$ -	\$ -
							0.00%	\$ -	\$ -
<b>Per Period Total:</b>									\$ 600.00

**PRODUCTION and/or INSTALLATION:**

MARKET	MEDIA TYPE	SIGNS	SIZE	COST PER SIGN	PRODUCTION COST	TAX RATE	TAX AMOUNT	SUBTOTAL	
MN Duluth	Interior	60	11" x 28"	\$ 20.00	\$ 1,200.00	0.00%	\$ -	\$ 1,200.00	
						0.00%	\$ -	\$ -	
						0.00%	\$ -	\$ -	
						0.00%	\$ -	\$ -	
						0.00%	\$ -	\$ -	
						0.00%	\$ -	\$ -	
						0.00%	\$ -	\$ -	
						0.00%	\$ -	\$ -	
						0.00%	\$ -	\$ -	
<b>Production Total:</b>									\$ 1,200.00

**Notes:**

<b>Total Space Cost:</b>	\$ 7,200.00
<b>Total Production Cost:</b>	\$ 1,200.00
<b>Total Cost of Contract:</b>	\$ 8,400.00
Payment Terms	Net 30

Advertiser/Agency Contact Name: Catherine Erickson 04E 005 580 333 205 000  
 Advertiser/Agency Signature: Catherine Erickson Signed Date: 3-23-22  
 Houck Transit Advertising Contact: John Young 651.203.5066 john@houckads.com  
 Houck Transit Advertising Signature: John A. Young Signed Date: 3/3/2022



# HOUCK TRANSIT ADVERTISING CONTRACT

## TERMS & CONDITIONS

1. Agreement upon Acceptance. Until accepted and signed, this Agreement constitutes only an offer to purchase the advertising services described herein.
2. Term. The term of this contract is the number of periods so specified. This contract is non-cancelable as signed.
3. Approval, Indemnity. HOUCK reserves the right to reject at any time (either before or after posting) any copy, pictorial or otherwise, which is offensive to the moral standards of the community, or which is false, misleading or deceptive, or which is in violation of existing laws, or which has a tendency to induce or may result in the creation of laws designated to restrict Transit Advertising Industry, or which in the sole discretion of HOUCK in any way reflects on the character, integrity or standing of any individual, firm or corporation. The Advertiser and/or the Agency each agree to defend, indemnify and hold HOUCK harmless from any and all claims, loss, liability, judgments, costs and reasonable attorney's fees incurred by HOUCK arising out of, or related to, the contents or subject matter of any copy displayed pursuant to this Agreement.
4. Agent's Representation. If this Agreement is executed by an Advertising Agency, Agency represents that it is duly authorized to execute this agreement on behalf of the Advertiser, and acknowledges that HOUCK may, at its option, hold both Advertiser and Agency jointly or severally, liable for the full performance of this Agreement.
5. Payment. Advertiser/Agency agrees to pay for all advertising space contracted for within the listed payment terms on page 1. A finance charge of 1.5% per month may be assessed to the account if payment is not received within terms. If this Agreement is executed by an agency, Agency understands that HOUCK may notify Advertiser in the event Agency fails to pay any invoice within thirty (30) days of invoice due date. A 3% fee will be charged on all credit card payment transactions. Online ACH transactions, eChecks or paper checks are available at no added charge.
6. HOUCK reserves the right to remove signs from buses if the Advertiser/Agency is more than sixty (60) days past the due date on any invoice.
7. Form of Credit. **Any credit due Advertiser/Agency for any reason shall be in the form of extended service.**
8. Default. In the event Advertiser/Agency shall fail to pay any invoice when due, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for reorganization under the Bankruptcy Act is filed by or against it, HOUCK may, at its option, terminate this Agreement upon 5 days notice to Advertiser/Agency. Should HOUCK institute any action or proceedings to recover amounts due hereunder, Advertiser/Agency agrees to pay the full contract amount, in addition to such amounts, HOUCK's costs and disbursements, including reasonable attorney's fees and finance charges at 1.5% per month.
9. Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this agreement shall be resolved in a court of appropriate jurisdiction located in Ramsey County, Minnesota. Each of the parties hereto consents and submits to the personal jurisdiction of the State and Federal courts located in Ramsey County, Minnesota.
10. Any failure or delay, in whole or in part, in providing the displays agreed to herein, resulting from acts of God, strikes, concerted action by employees or labor organizations, boycotts, riots, civil insurrection, war, national emergencies, governmental restrictions, inability to secure specified material, or from any other cause beyond the control of HOUCK, shall not constitute a breach of this Agreement.
11. LIMITATION OF LIABILITY. HOUCK'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES TO ADVERTISER/AGENCY RESULTING FROM HOUCK'S FAILURE TO PERFORM ANY PART OF THE SERVICES SPECIFIED HEREIN SHALL IN NO EVENT EXCEED THE PRICE OF THE DISPLAY WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT SHALL HOUCK BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
12. Assignment. The rights of Advertiser/Agency hereunder are not assignable without the prior written consent of HOUCK.
13. Display Date. If display is delayed because artwork is received by HOUCK less than ten (10) days prior to Display Date, HOUCK shall bill and Advertiser/Agency shall pay for the full Display Period and the Display Period shall be deemed to commence on the date of insertion and continue for the full term.
14. Divisibility, Adjustment. In the event HOUCK is unable to perform a part of the advertising services specified herein, HOUCK reserves the right to eliminate such part. Credit for any service so eliminated shall be given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated.
15. Warranty. Any issues from a completed service that result due to the services rendered by Houck Transit Advertising and/or their subcontractors and their application process such as unnatural peeling or bubbling, substandard (compared to industry standard) application, etc., Houck Transit Advertising agrees to cover all costs for 1 year from date of installation for vinyl and labor expenses and schedule at the soonest available opening within a normal operating capacity given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated. Any bonus signage and any materials provided to us for installation are not warranted for any period of time.
16. In the event that both a HOUCK Advertising Company contract and Advertiser/Agency contract or purchase order are in force for the same space and there is conflicting provision, then the HOUCK contract provision shall take precedence over the Advertiser/Agency provision.
17. This contract shall not be construed to include buses in or on which advertising is not permitted.
18. Advertiser gives HOUCK permission to use photos of Advertiser's signs for self-promotion.
19. If for any reason HOUCK shall cease to have the right to maintain, control or continue the advertising on any of the buses covered by this contract, HOUCK reserves the right to cancel the advertising hereunder, as to such buses, without prejudice to this contract as to the remainder of the contract.
20. Entire Agreement. This agreement embodies the entire Agreement between the parties, and may only be changed by written agreement and signed by all parties.

### Duluth Adult Education

Advertiser/Agency Signature: \_\_\_\_\_

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

Houck Transit Advertising: \_\_\_\_\_

John Young 651.203.5066 john@houckads.com

Signed Date: 3/3/2022

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of March, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 March 23, 2022 and shall remain in effect until June 3, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: [REDACTED]

The approximate date the service will begin is March 23, 2022 and shall not extend beyond June 3, 2022; the contract not to exceed a total of 47 Days (attending 5 days per week. The District will pay 5 days per week @ \$92.00 per week).

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

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$92.00 per week and \$920.00 in total.

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

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

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

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

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

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Creation Station at 2101 Trinity Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

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

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

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

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Mikel Lincoln

# ISD 709 Calendar 2021-22 School Year

1:00 PM 1:00 PM 9:20 AM / week

JULY							AUGUST							SEPTEMBER							OCTOBER																										
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MARCH							APRIL							MAY							JUNE																										
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## GRADING TERMS

No school for students:  
 Last day for students - June 9, 2022

**Elementary Schools:**  
 • Term 1: September 7 to January 20  
 • Term 2: January 24 to June 9

**High Schools and Middle Schools:**  
 • Term 1: September 7 to November 5  
 • Term 2: November 8 to January 20  
 • Term 3: January 24 to April 1  
 • Term 4: April 4 to June 9

## KEY DATES

• First day for Grade 1-12 students - September 7, 2021  
 • First day for Kindergarten students - September 9, 2021  
 • Schools will schedule open houses and conferences

Adopted by the School Board on April 27, 2021. Calendar also available at [www.ISD709.org](http://www.ISD709.org)



**Duluth**  
 709 Public Schools  
 Form 3001 Item #95-05-002900

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of March, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 March 21, 2022 and shall remain in effect until June 3, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: [REDACTED]

The approximate date the service will begin is March 21, 2022 and shall not extend beyond June 3, 2022; the contract not to exceed a total of 20 Days (attending 2 days per week. The District will pay 2 days per week @ \$92.00 per week).

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

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history



background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$92.00 per week and \$920.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Creation Station at 2101 Trinity Road, Duluth, MN 55811

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

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

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

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

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

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

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

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

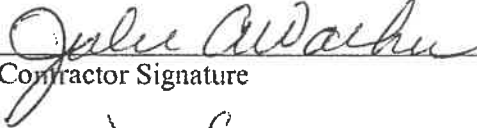
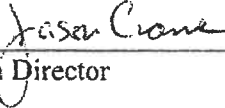
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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


41-1927587
3/30/22  
 Contractor Signature SSN/Tax ID Number Date  

3/15/22  
 Program Director Date

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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


3/30/22  
 CFO / Superintendent of Schools / Board Chair Date

Cabun Rve

# ISD 709 Calendar 2021-22 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER						
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**KEY DATES**

- First day for Grade 1-12 students - September 7, 2021
- First day for Kindergarten students - September 9, 2021
- Schools will schedule open houses and conferences

**GRADING TERMS**

- No school for students: [shaded boxes]
- Elementary Schools: [shaded boxes]
- High Schools and Middle Schools: [shaded boxes]
- Term 1: September 7 to January 20
- Term 2: January 24 to June 9
- Term 3: September 7 to November 5
- Term 4: November 8 to January 20
- Term 5: January 24 to April 1
- Term 6: April 4 to June 9

**ISD 709 Duluth Public Schools**  
Form 3001 Item #35-05-002500

= 20 days

**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 *December 1, 2021* and shall not extend beyond *March 31, 2022*, the contract not to exceed *71 days* and *4 hours per day*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$6,106.00* 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 confirmed weekly checks ins of attendance with the certified licensed teacher.

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 home.

## **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**

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.

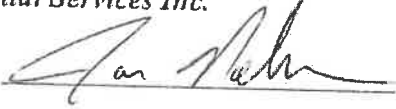
## **Modification or Amendment**

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.

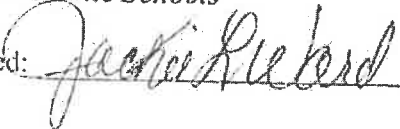

**Residential Services Inc.**

Signed: 

Title: Executive Director

Date: 3/16/2022

**Duluth Public Schools**

Signed:  Signed: 

Title: Asst Director Spec Title: CFO, Duluth Public Schools

Date: 3-1-22 Date: 3/14/22

**Budget Code**

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



**CLIENT SERVICES AGREEMENT**  
**Education Division**

Soliant Health, LLC (hereafter referred to as "Soliant"), and

Duluth Public School District

whose location is

\_\_\_\_\_  
(Client Name)

4316 Rice Lake Road

\_\_\_\_\_  
(Street Address)

Duluth MN 55811 United States

\_\_\_\_\_  
(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

**1. Scope of Services.**

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

**2. Independent Contractor.**

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

**3. Telepractice Services.**

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

**4. Insurance.**

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate. Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

**5. Competency and Licensing.**

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring



## **CLIENT SERVICES AGREEMENT**

### **Education Division**

decision. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

#### **6. On-Site Responsibility.**

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

#### **7. Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$21,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

#### **8. Equal Opportunity.**

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

#### **9. Payment Terms.**

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within thirty (30) days of receipt of invoice.**

#### **10. Default Charges.**

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

#### **11. Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

#### **12. Administrative Responsibilities.**

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within seven (7) business



## CLIENT SERVICES AGREEMENT

### Education Division

days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

#### 13. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

#### 14. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of workplace injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

#### 15. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

#### 16. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

#### 17. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days. Should Consultant be unable to perform services due to failure or malfunction of their own technology or equipment, Client shall not be responsible for payment of those service hours, regardless of the minimum hours stipulated in Addendum A.



## CLIENT SERVICES AGREEMENT

### Education Division

#### 18. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

#### 19. Unscheduled Facility Closure Policy.

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

#### 20. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

#### 21. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

#### 22. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

#### 23. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

#### 24. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law,



## **CLIENT SERVICES AGREEMENT**

### **Education Division**

nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

#### **25. State Retirement System Notice.**

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

#### **26. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

#### **27. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

#### **28. Governing Law.**

This Agreement shall be governed by the laws of the state of Delaware.

#### **29. Modification of Agreement.**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

#### **30. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***



**CLIENT SERVICES AGREEMENT**  
Education Division



**SOLIANT HEALTH, LLC**

*Cathy Erickson*      *3/14/22*  
Client Representative Signature      Date

Cathy Erickson

Print Name

*CFO, Duluth Public Schools*  
Title

\_\_\_\_\_  
Soliant Representative Signature      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

CODE: *01E 005 420 740 305 000*

**CLIENT REQUIRED DOCUMENTS CHECKLIST**

Client: Duluth Public School District

City, State: Duluth MN 55811 United States

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

**Standard Credentialing Package**

As part of our Standard Credentialing Package, Soliant will provide the following prior to the start of a contracted assignment.

**PROFESSIONAL:**

Current CV / Resume  
Current Skills Checklist, if applicable  
References

**LICENSURE**

Professional License, as applicable  
Professional Certification, as applicable  
License and/or Certification Verification

**EDUCATION:**

CDC Guidelines for School Professionals  
FERPA Guidelines

**BACKGROUND:**

Criminal Background Check  
GSA Exclusion Search  
HHS/OIG Search  
Sexual Offender Search

**MEDICAL:**

Hepatitis B Vaccination / Declination form  
MMR Declination  
Physical Examination Waiver  
10-Panel Drug Screen

**Optional Credentialing**

If your district requires any additional credentialing items above what is contained in the Standard Credentialing Package, please indicate below. If no additional items are noted, the Standard Credentialing Package will be provided.

Credentialing Documents will be held on file at Soliant and unless specifically requested, will not be forwarded to Client.

**Orientation Details**

Will the contracted professional be permitted to attend Orientation while license is in process?  YES  NO

Will the contracted professional be permitted to start their assignment while license is in process?  YES  NO


**CLIENT INFORMATION REQUEST**

**School, District or Business Name:** Duluth Public Schools  
**Billing Address:** 4316 Rice Lake Rd. Suite 108  
**City, State, Zip:** Duluth, MN 55811  
**Contact Name to Receive Invoice:** Special Services  
**Invoice Email:** ap.vendor@isd709.org  
**Invoice Email CC, if applicable:** \_\_\_\_\_  
**Contact Phone:** 218-336-8740

In an effort to increase efficiency for our Clients, Soliant Health will email service invoices. Should you wish to opt out of this process, please check here

**Invoice Follow-up Contact:** Name: Kim LeDoux  
 same as above Email: kimberly.ledoux@isd709.org  
 Phone: 218-339-8701

**Payment Inquiry Contact:** Name: Brenda Vieths  
 same as above Email: brenda.vieths@isd709.org  
 Phone: 218-336-8740

**SOLIANT HEALTH, LLC**
**Correspondence Address**

*Correspondence, Contracts, Contract Addendums, Notices, etc.*  
**5550 Peachtree Parkway, Suite 500**  
**Peachtree Corners, GA 30092**  
**Fax Number: 877-831-8511**

**Remittance Address**

*Only payments should be sent to this address*  
**PO Box 934411**  
**Atlanta, GA 31193-4411**

**Account Representative**

**Name:** Will McCrary  
**Email:** will.mccrary@soliant.com  
**Telephone:** (770) 325-0555

**Billing Disputes, Purchase Orders, W-9 Requests**

**Email:** billing@soliant.com  
**Fax:** 877-831-8511



**ADDENDUM A**  
**Terms of Teleservices Assignment**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

**Assignment Details**

Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

**Telepractitioner:** Nadia Iftekhhar

**Client:** Duluth Public School District

**Assignment Start Date:** 01/24/2022 **Assignment End Date:** 06/09/2022

**Position:** Tele - DHH

**Hours per Week:** 12.00

**Bill Rate per Hour:** \$ 97.50 *Bill Rate is all-inclusive*

**Technology Fee:** \$ NA

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

**Miscellaneous:** Not Applicable

*\* Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.*

**Duluth Public School District**

Client Representative Signature

3/14/22  
Date

**SOLIANT HEALTH, LLC**

DocuSigned by:  
  
Soliant Health Signature

1/24/2022

Date

**Cathy Erickson**

Print Name

CFO, Duluth Public Schools

**William McCrary**

Print Name

William McCrary



**ADDENDUM B  
Teleservices Provisions**

**Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

**Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

**Administrative Responsibilities.** Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within seven (7) business days of alleged failure. Failure to notify VocoVision within the seven (7) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within seven (7) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

**Duluth Public School District**

*Cathy Erickson*

Client Representative Signature

*3/14/22*

Date

**SOLIANT HEALTH, LLC**

DocuSigned by:

*William McCrary*  
Soliant Health Signature

*1/24/2022*

Date

**Cathy Erickson**

Print Name

*CFO, Duluth Public Schools*

**William McCrary**

Print Name

William McCrary



Title

### ADDENDUM C Duties and Responsibilities

#### Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

**Duluth Public School District**

  
 Client Representative Signature 3/14/22  
 Date

**Cathy Erickson**

Print Name

  
 Title

**SOLIANT HEALTH, LLC**

DocuSigned by:  
  
 Soliant Health Signature 1/24/2022  
 Date

**William McCrary**

Print Name

William McCrary

Title



**ADDENDUM D VocoVision  
Equipment Policies**

**VocoVision Damaged Equipment Policy**

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

**Please initial**

Handwritten initials, possibly "CAL", in black ink.

**Packaging**

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

**Please initial**

Handwritten initials, possibly "CAL", in black ink.



# UNIVERSITY OF MINNESOTA

**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**  
between  
**Regents of the University of Minnesota**  
through its **UMD Department of Communication Sciences and Disorders (CSD)**  
**("University")**  
and  
**Duluth Public Schools ISD 709 ("Affiliate")**

***WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION***  
("Agreement"), effective 01/01/2023 through 12/31/2028 (not to exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate's site(s) for certain University students, the parties agree as follows:

## **1. Description of Affiliation.**

- 1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.
- 1.2 This Agreement is intended, and shall be interpreted, to meet University's accreditation standards related to educational affiliation agreements.
- 1.3 Contact Information.

Affiliate:

Duluth Public Schools ISD 709  
Attn: Catherine Erickson, CFO/ Executive  
Director of Business Services  
4316 Rice Lake Road  
Suite 108  
Duluth, MN 55811

Phone: 218-336-8704 x3093  
E-mail: catherine.erickson@isd709.org

University:

University of Minnesota Duluth  
Attn: Ashley Weber, Director of  
Externships  
Dept. of Communication Sciences and  
Disorders  
31 West College Street  
193 Chester Park  
Duluth, MN 55812  
Phone: 218-726-7992  
E-mail: ashleyw@d.umn.edu

## **2. Responsibilities of the Parties.**

- 2.1 Joint Responsibilities.



2.1.1 University and Affiliate each will identify, and notify each other of, a person responsible for serving as its liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The liaisons jointly will plan for:

- a. selection, assignment and orientation of students;
- b. periodic review and preparation of objectives for the instructional program; and
- c. evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 Students are participants in an educational program and, for purposes of this Agreement, shall not be considered employees of either Affiliate or University and neither party shall have responsibility for payment of compensation or any employment benefits to students including, but not limited to, workers' compensation benefits.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Sections 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Students assigned to Affiliate are not employees of Affiliate but, for purposes of this Agreement only, are members of Affiliate's "workforce" (as that term is defined by HIPAA) and may use and disclose PHI as permitted by HIPAA, including for purposes of treatment, payment and healthcare operations, to the extent such use and disclosure is appropriate for the training and education of the students. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties shall review this Agreement periodically to evaluate its operations and effectiveness. University shall review this Agreement further to ensure it meets with University's curriculum requirements as well as the standards of its accrediting agency. Modifications to this Agreement shall be made pursuant to Section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

## 2.2. University Responsibilities.

2.2.1 University shall retain overall responsibility for the general educational experience of students assigned to Affiliate, including the following:

- a. determination of educational goals for each student;
- b. establishing prerequisite criteria for placement of students with Affiliate—University will assign to Affiliate only those students who have satisfactorily completed the prerequisite criteria;
- c. determination of completion of the assignment;
- d. provision of educational goals and objectives for the students in the program, if required;
- e. provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. final evaluation of student performance; and
- g. if Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, such Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 Students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, will be required to provide proof of immunization for measles (rubeola), mumps and rubella (two doses) or positive titre; tetanus in the last ten (10) years; chicken pox (varicella) series, documented positive history, or positive titre; pertussis since 2005; hepatitis B series or documented immunity; and annual influenza. Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 University requires students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§144.057 and 245A.04 and shall ensure such students have undergone the background studies prior to participation in the training program under this Agreement.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA, and, if applicable, have been trained in universal precautions and transmission of bloodborne pathogens.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the students during the training program.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

### 2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall retain full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate will provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the training program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. A speech language pathologist holding a current Certificate of Clinical Competence from the American Speech-Language-Hearing Association must provide a minimum of twenty-five percent (25%) direct, real-time supervision meeting the provisions of ASHA Standard V-E. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate will provide for the orientation of students as to Affiliate's rules, regulations, policies and procedures, including its safety policies and procedures. Affiliate will identify and provide University and students with copies of current policies and procedures at the Affiliate site that apply to the educational experience of the students.

2.3.5 Affiliate will render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' training experience under this Agreement. As set forth in Section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the training program.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to

the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

### 3. Liability Insurance and Indemnity.

3.1 University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this Agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, University will provide a certificate of insurance evidencing such coverage.

3.2 University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives (including students) during the performance of its obligations under this Agreement. University's liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. §3.736.

3.3 Affiliate shall maintain, for itself and its employees, professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate.

3.4 Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of Affiliate, its employees, agents, or representatives, during the performance of its obligations under this Agreement.

### 4. Financial Terms. (Check appropriate financial description.)

Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment A; to be distributed to the (insert individual or foundation etc).

None

### 5. Other Terms.

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.

5.3 This Agreement supersedes all other affiliation agreements that are the subject of this Agreement existing between University and Affiliate, whether executed at the institutional or college program level.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the parties, nor shall either party, its employees, agents, students or representatives be considered employees, agents or representatives of the other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered invalid.

**IN WITNESS WHEREOF**, each individual signing below hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of the respective party.

**Duluth Public Schools ISD 709**

**Regents of the University of Minnesota**

By: Jason Crane  
Name: JASON CRANE  
Title: Special Services Director  
Date: 3/7/22

By: \_\_\_\_\_  
Name: Mark Mizuko, PhD  
Title: CSD Department Head  
Date: \_\_\_\_\_

By: Cathryn E. Doer  
Name: \_\_\_\_\_  
Title: CFO, Duluth Public Schools  
Date: 3/14/22

By: \_\_\_\_\_  
Name: Scott Carlson, PhD  
Title: CEHSP Associate Dean  
Date: \_\_\_\_\_

01 E 005 420 740 305 000

By: \_\_\_\_\_  
Name: Amy Hietapelto  
Title: University of Minnesota Duluth Executive Vice Chancellor of Academic Affairs (Interim)  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Jakub Tolar, MD, PhD  
Title: Dean, Medical School  
Vice President for Clinical Affairs  
Date: \_\_\_\_\_

**ATTACHMENT A**  
**HONORARIUM TO BE PAID**

For each student placed at the Affiliate's site, the CDS Department will offer an honorarium, to be paid at the completion of the internship, as follows:

\$75.00 for a part-time internship.

\$150.00 for a full-time internship.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18th day of March , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Herb Fineday aka Round Lake Traditions , 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:** *Payment for school presentations at Myers-Wilkins Elementary School.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 7, 2022 and shall remain in effect for that day, 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.** One whole school assembly and 8 classroom presentations for a total of 7 hours.

3. **Background Check.** *(applies to contractors working independent with students) = N/A*  
**\*\*\*Contractor will not be working independently 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 \$ 150.00 hourly and \$ 1,050.00 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: Catherine Erickson , 4316, Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

---

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.

Herb Fineday JR DBA Round Lake Traditions LLC 84-2964394 3-21-22  
 Contractor Signature SSN/Tax ID Number Date  
 /s/Amy Worden, Principal - Myers-Wilkins Elementary School 3/18/22

\_\_\_\_\_  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

xx 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	540	203	313	305	324
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

  
 \_\_\_\_\_ Date 3-28-22  
 CFO / Superintendent of Schools / Board Chair



**Memorandum of Agreement Fiscal Year 2021-2022**

This agreement, by and between COMPAS, Inc. (hereafter "COMPAS"), and Lowell Elementary (hereafter "Program Site") is hereby entered into and shall become effective as of the date of last signature.

**It is Mutually Agreed as Follows:**

1. COMPAS shall provide the Program Site with a Teaching Artist booking of 13 days and/or 60 hours in length. The Program Site and COMPAS together shall select the Teaching Artist(s) from the COMPAS Teaching Artist Roster, as identified on the COMPAS website. Below is the location, Teaching Artist, program, start date, end date, times of the program as well as the Teaching Artist contact information and program notes.

Location	Teaching Artist	Program	Date	End Date	Time	End Time	Teaching Artist Phone	Teaching Artist Email
Lowell Elementary	Christian Adeti	West African Drumming, Dance & Storytelling	01/10/2022	01/28/2022	8:00 AM	1:30 PM	651-558-8964	titambedanceensemble@gmail.com

**Notes**

Jan 10,11,12,13,14-4 sessions per day  
Jan 18,19,20-5 sessions per day  
Jan 24,25,26,27,28-4 sessions per day

Schedule and Planning Doc here:

[https://docs.google.com/document/d/1vw\\_ialaTe3E30Alrulln6E9yCtQCikG0NE-sTi0\\_KGM/edit](https://docs.google.com/document/d/1vw_ialaTe3E30Alrulln6E9yCtQCikG0NE-sTi0_KGM/edit)

**The Teaching Artist should contact you** before the program to plan, discuss curriculum or supply needs and to finalize details. If you don't hear from the Teaching Artist at least one-month prior to the start date, please contact them directly using the info above.

**Confidentiality Notice:** The Teaching Artist's contact information contained in this confirmation email is intended solely for the addressee(s) and cannot be shared with outside parties. If one of your peers/contacts would like to connect with your chosen Teaching Artist please direct them to contact COMPAS.

COMPAS provides Teaching Artist selection, Teaching Artist direction, supervision, access to technology such as cameras, iPads, and video equipment, resources, and logistical arrangements. COMPAS will also

provide Teaching Artist insurance, criminal background checks, necessary training, and evaluation. If requested, COMPAS can also provide Teaching Artists with PPE (Personal Protective Equipment) to minimize the spread of germs while on site.

2. In consideration of the services performed by COMPAS, the Program Site shall pay COMPAS a total of **\$1,800.00**, due and payable to COMPAS prior to the start of the project/program.

3. The Program Site shall abide by previously agreed upon stipulations of the program, including, but not limited to:

a. adherence to the agreed upon program structure, number of participants, number of sessions, days and hours. Any changes must be made with advance notice and with approval by COMPAS staff;

b. a general orientation to the program site will be provided to COMPAS Teaching Artist with information on special rules, etc., including limitations on interaction with minors or vulnerable adults (COMPAS policy available on request);

c. **Creative Classroom Residency Bookings Only:** preparation of a residency schedule, which shall adhere to the guidelines of one of the residency models (Traditional, Extended, and Abbreviated) unless otherwise noted;

d. availability of appropriate space for the program and on site needs such as space for typing and photocopying; art supply storage rehearsal/performance space, etc.;

e. assignment of a teacher/staff or other legally responsible and duly authorized adult to each group with which the Teaching Artist is working;

f. payment for Teaching Artist lodging when the Program Site is 60+ miles away from the Teaching Artist's home unless the program is covered by a COMPAS grant and explicitly agreed to;

g. promotion of the program in the Program Site's newsletter, website, blog and/or social media sites; include "COMPAS" in all publicity and refer to Teaching Artist(s) as "COMPAS Teaching Artist" before their name in all materials discussing the program; in the case of Creative Classroom residencies, dissemination of the Family Participation Guide in take-home materials, e-newsletters, etc.;

h. support for COMPAS staff and Teaching Artist when implementing photo/video permission for promotional uses;

i. completion of the COMPAS on-line evaluation by the Program Site contact person and teachers/group leaders. Links are included in the confirmation email and available from staff upon request;

4. COMPAS shall be responsible for the payment of all Teaching Artist fees, except where expressly negotiated otherwise. If material or supply fees have been agreed upon by both parties, the Teaching Artist will bill the site directly.

5. Any works produced as a part of a COMPAS project/program are subject to reprint by COMPAS at its discretion in any future COMPAS publication or advertisement.

6. If, after the Teaching Artist has been selected and program dates established, it becomes necessary to change some or all of the dates because of:

a) Teaching Artist illness or other unforeseen circumstance beyond the control of COMPAS, COMPAS shall, at its discretion, reschedule the missed day(s) with the same Teaching Artist, or another COMPAS



Teaching Artist acceptable to the Program Site, if the original Teaching Artist is not available; or bill the Program Site on a prorated basis for the amount of the program actually completed.

b) inclement weather, a strike, or other unforeseen circumstances beyond the control of the Program Site with a duration of 1-4 days, COMPAS shall reschedule the missed day(s) with the same Teaching Artist, or another, acceptable to the Program Site, if the original Teaching Artist is no longer available. If a Teaching Artist is more than 60 miles from their home and a snow day or unforeseen scheduling conflict occurs, the Program site will not be reimbursed. If the Teaching Artist is less than 60 miles from their home, COMPAS will try to reschedule missed days.

The Program Site shall be responsible for informing the Teaching Artist (at home or at local lodging) and COMPAS of any change, conflict or cancellation at the program site that shall affect the residency as scheduled. In event of Teaching Artist illness, the Teaching Artist shall inform the Program Site and COMPAS.

7. Program dates shall not be changed or cancelled due to circumstances or conflicts that could have been foreseen and/or prevented by the Program Site. **The Program Site shall incur a cancellation fee if a program is cancelled rather than rescheduled within 6 months of 15% of the program cost.**

8. In the event of a health crisis, strike, or other major event that results in the closing of The Program Site for more than a month, The Program Site will be required to pay half of the program fee on the date the program had originally been scheduled and the other half when the program is rescheduled. Programs affected by such a crisis will have six-month window in which they can be rescheduled. If the site is unable to reschedule, programming can be translated to a remote or virtual experience. If rescheduling or translating a program to another format cannot happen within six months, COMPAS will keep the initial 50% fee to cover time already expended.

9. **Online Programs:** If the Program Site purchases access to an online residency experience consisting of pre-recorded video content, the site agrees not to use the residency, workshop or performance pre-recorded video links or a recording of a live interaction after the initial program dates.

10. COMPAS pre-recorded video content is original work by COMPAS Teaching Artists. While we do our best to accompany this work by royalty-free or open-source music when appropriate, COMPAS and its artists is/are not responsible for algorithm and hosting flags that may result from hosting pre-recorded work on a third-party site such as Facebook.com.

11. **The Program Site agrees not to contract separately with identified COMPAS Roster Teaching Artist(s) for a period of at least two years following the completion of this project.**

12. **Marketing:** The Program Site agrees to include "COMPAS" in all publicity. We encourage you to promote COMPAS activities at your school or organization through your usual publicity sources.

**Social Media and Photography Releases:** Whenever possible, COMPAS promotes its programs to the public through flyers, our website, Twitter and Facebook. If pictures/recordings are taken while a Teaching Artist is on site, **please let the Teaching Artist and COMPAS staff know if there are policies regarding use of social media.**

**Ed Resources** (if included, will be mailed separately): **Family Guides** are to be copied and sent home with students or emailed to parents. **Posters** will be mailed separately for display on site.

13. **Online Programming only:** COMPAS shall make available to Program Site an online or digital copy of the Teaching Artist work. COMPAS will work with the Program Site to determine the most appropriate

platform for delivery of the work. The Program Site is granted by this Agreement only the right to access and display the work for the time agreed upon above.

The Program Site has no right to modify, copy, distribute, download, alter, or change in any way the Work to the intended educational audience. The Program Site acknowledges and agrees that it has no ownership rights to the Work and that any and all rights it may have are limited by the rights granted to COMPAS.

14. **Art Kit Programming only:** If COMPAS is providing the Program Site with Art Kits, the Program Site agrees not to photocopy, modify, reproduce or change in any way the COMPAS Art Kits without COMPAS' permission. The fee for replicating or reproducing COMPAS Art Kits is \$10 per kit and the Program Site will be invoiced for these additional costs.

15. This Agreement shall become effective as of the date of signature of both parties and shall be completed upon receipt by COMPAS of payment and required evaluation materials from Program Site.

16. COMPAS, as a non-profit organization, is reliant on granted or contributed funds from outside sources. The ability of COMPAS to carry out its responsibilities identified in this contract is dependent on receipt of outside funding. If these funds are not forthcoming, are rescinded or terminated, COMPAS reserves the right to terminate this agreement on ten days' notice without penalty to COMPAS.

**Agreed To By:**

*Dawne White* December 15, 2021  
Dawne Brown White, Executive Director, COMPAS Date

DocuSigned by:  
*Megan Bennett* 12/15/2021  
03D259C15E35481  
Authorized Program Site Official Signature Date

Megan Bennett Sta.  
Name and Title (Typed or Printed, Please)

Sra. Megan Bennett Phone 612-867-9297  
Program Site Name Telephone Number

2000 Rice Lake Road Duluth, MN 55811  
Program Site Address City, State, Zip

Unsure unsure  
Bill To Name Bill To Telephone Number

unsure unsure  
Bill To Address Bill To Email

*Catherine Erickson*  
Catherine Erickson, CFO

01 E 520 298 000 401 433





# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Troy Erie</b>	troy.erie@isd709.org
Lowell Elementary School 2000 Rice Lake Rd, Duluth MN 55811	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for May 5, 2022 - May 6, 2022 with 80 participants. To hold your reservation we require a deposit of \$1,200.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

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

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

*Catherine Erickson*

Catherine Erickson, CFO

*3/30/22*

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

**Today's Date: March 14, 2022**



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Erica Wittmers-Graves</b>	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:
<b>Deposit:</b> You have made a reservation to stay for April 5, 2023 - April 7, 2023 with 100 participants. To hold your reservation we require a deposit of \$1,500.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

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

<b>Printed Name:</b> Erica Wittmers-Graves	<b>Title:</b> Teacher	
<b>Signed Name:</b> Erica Wittmers	<b>Date:</b> 3/15/2022	
<b>Billing Contact:</b>  <b>Billing email address:</b>	<b>Billing Address:</b>	
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

Catherine Erickson  
Catherine Erickson, CFO

3/30/22

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**  
**Today's Date: February 15, 2022**



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Don Lepper</b>	donald.lepper@isd709.org
Stowe Elementary 715 101st Avenue West, Duluth MN 55808	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p><b>Deposit:</b> You have made a reservation to stay for <del>September 28, 2022 - September 30, 2022</del> with 50 participants. To hold your reservation we require a deposit of \$750.00. <b>This contract is valid for 30 days after receipt.</b> <i>Day Program Tuesday, April 3rd.</i></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p>	

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

<b>Printed Name:</b> Donald Lepper	<b>Title:</b> Teacher Grade 5	
<b>Signed Name:</b> <i>Donald Lepper</i>	<b>Date:</b> today 3-7-22	
<b>Billing Contact:</b> Brenda VanDell	<b>Billing Address:</b> Stowe Elementary School 715 101 <sup>st</sup> Ave W. Duluth, MN 55808	
<b>Billing email address:</b> brenda.vandelle@isd709.org		
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact Elementary Stowe	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address Duluth, MN 55811 4316 Rice Lake Rd. Suite 108	
<b>Credit Card #</b> 5550 0800 0179 6957	<b>Exp Date:</b> 8/25	<b>CVV:</b> 046
<b>If unable to pay at this time, when can we expect your deposit?</b>	Please invoice us after program.	

*Catherine Erickson*

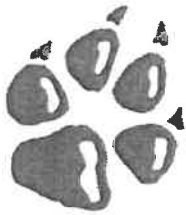
Catherine Erickson, CFO

Principal  
3/30/22

*[Signature]*

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

Today's Date: September 13, 2021



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Erica Wittmers-Graves</b>	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:
<b>Deposit:</b> You have made a reservation to stay for May 31, 2022 - May 31, 2022 with <u>100</u> participants. To hold your reservation we require a deposit of \$1,500.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

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

<b>Printed Name:</b> ERICA WITTMERS-GRAVES	<b>Title:</b> TEACHER	
<b>Signed Name:</b> <i>Erica Wittmers-Graves</i>	<b>Date:</b> 3-4-2022	
<b>Billing Contact:</b>  <b>Billing email address:</b>	<b>Billing Address:</b>	
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

*Catherine Erickson*  
Catherine Erickson, CFO

*3/30/22*

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

**Today's Date: March 3, 2022**



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Niki Munthe</b>	nicole.munthe@isd709.org
Homecroft Elementary 4784 Howard Gnesen Rd, Duluth MN 55803	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for May 31, 2022 - May 31, 2022 with 90 participants. To hold your reservation we require a deposit of \$1,350.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> 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>	

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

<b>Printed Name:</b> <i>Nicole Munthe</i>	<b>Title:</b> <i>5<sup>th</sup> Grade teacher</i>	
<b>Signed Name</b>	<b>Date</b>	
<b>Billing Contact:</b> <b>Billing email address:</b>	<b>Billing Address:</b>	
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

*Catherine Erickson*

Catherine Erickson, CFO

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

**Today's Date: March 9, 2022**



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Heather Kemp</b>	heather.kemp@isd709.org
Lakewood Elementary 5207 North Tischer Rd, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p><b>Deposit:</b> You have made a reservation to stay for April 11, 2022 - April 13, 2022 with 50 participants. To hold your reservation we require a deposit of \$750.00. <b>This contract is valid for 30 days after receipt.</b></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p>	

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

<b>Printed Name:</b> Heather Kemp	<b>Title:</b> 5th grade teacher	
<b>Signed Name:</b> Heather Kemp	<b>Date:</b> 9/27/21	
<b>Billing Contact:</b> jerrie.soderburg@isd709.org <b>Billing email address:</b> jerrie.soderburg	<b>Billing Address:</b> 5207 N. Tischer Rd Duluth, MN 55804	
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>	money on file already	

*Catherine Erickson*

Catherine Erickson, CFO

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

**Today's Date: September 27, 2021**

## REVISED AGREEMENT - MARCH 18, 2022

**THIS AGREEMENT**, made and entered into this 18th day of March , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community Schools Collaborative , an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of September 1 and shall remain in effect until June 30, 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 Contractor will supervise the Full-Service Community School Site Coordinator to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.  
The site-specific goals, strategies, and indicators of success of the Full-Service Community School Model will be outlined in a Full-Service Community School Site Plan, created by the Full-Service Community School Coordinator in collaboration with the school Principal, the Collaborative's Director, as well as representatives from families, community partners, teachers, and other school staff serving on the Full-Service Community School Site Leadership Team.

**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 \$ 45,830 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: Catherine Erickson, CFO , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School Collaborative, 32 East 1st St. Suite 202, Duluth MN 55802. Attn: Kelsey Gantzer , Executive Director.

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:

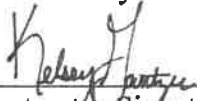
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

**41-2002724**  
 \_\_\_\_\_  
 SSN/Tax ID Number

\_\_\_\_\_  
 Date

Kelsey Gantzer, DCSC Executive Director  
 \_\_\_\_\_  
 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:**

XXX 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	540	610	000	304	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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of October , 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and Dylan Hatten , 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:** The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of November 2021 and shall remain in effect until March 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 best strategy is to start small and go sustainable. We are proposing an after school Mandarin club with Chinese learning to a group of 15-20 students. Students will have 10-12 times of language and culture exploration a school year. Students will learn to speak and write basic Chinese sentences, such as numbers, greeting words and colors. Students will also get access to Chinese cultures through activities and songs.

**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 \$20 hourly and \$240 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:Liang-pi Yang , 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1926 Greysolon Rd, Duluth, MN 55812 .

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

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

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

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

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

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

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

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

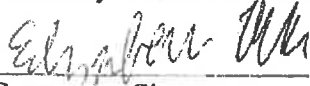
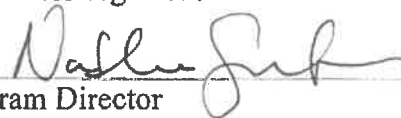
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 10/11/21  
  
 Program Director \_\_\_\_\_ Date 3/28/22

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	405	313	305	311
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 3/31/22



## AGREEMENT

**THIS AGREEMENT**, made and entered into this   7th   day of October , 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and Elizabeth Hauff , 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:** The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 2021 and shall remain in effect until March 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 best strategy is to start small and go sustainable. We are proposing an after school Mandarin club with Chinese learning to a group of 15-20 students. Students will have 10-12 times of language and culture exploration a school year. Students will learn to speak and write basic Chinese sentences, such as numbers, greeting words and colors. Students will also get access to Chinese cultures through activities and songs.

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 \$20 hourly and \$240 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:Liang-pi Yang , 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 4028 Dublin Dr, Minnetonka MN 55345 .

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.

Dylan Haller \_\_\_\_\_ [REDACTED] \_\_\_\_\_ 10/11/21  
 Contractor/Signature SSN/Tax ID Number Date  
Nashua Smith \_\_\_\_\_ 3/28/22  
 Program Director Date

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

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

**Please check the appropriate line below:**

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

01	E	005	605	313	305	311
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

Cather Elser \_\_\_\_\_ 3/31/22  
 CFO / Superintendent of Schools / Board Chair Date



THE ULTIMATE  
SURFACE EXPERIENCE

**To: David Spooner**  
**Duluth Publics Schools**  
**4405 West 4<sup>th</sup> Street**  
**Duluth, MN 55807**  
**Phone: 218.336.8700 EXT: 3232**  
**Email: [david.spooner@isd709.org](mailto:david.spooner@isd709.org)**

**February 14<sup>th</sup>, 2022**

**Re: MAINTENANCE PROPOSAL FOR DULUTH PUBLIC SCHOOLS**

---

**1-FieldTurf offers to provide maintenance services for the following FieldTurf field:**

Field Name:	<b>Denfeld High School</b>	<b>Lincoln Park Middle School</b>
Size:	85,901 SQFT	84,530 SQFT
Product:	FTRV-1	XM-65
Install Date:	7/10/2013	6/18/2012
Field Name:	<b>East Senior High School</b>	<b>Ordean- East Middle School</b>
Size:	85,876 SQFT	106,310 SQFT
Product:	FTOMP-1	Sprint Turf
Install Date:	5/4/2012	2009

The scope of services under this proposal shall consist of the following on each visit offered herein:

ADVANCED CARE MAINTENANCE- SMG SportChamp maintenance sessions including: (a) a general sweeping to remove foreign objects such as dirt, leaves, bird droppings, gum and other debris that may collect on the field surface; and (b) a deep groom, sweep and rejuvenation to de-compact infill in an effort to maintain appropriate G-Max levels. This is a three step process: decompaction, brushing and infill cleaning with a vacuum rotary brush and fine groom with a power surface brush.

Overall analysis and inspection of the field and its applicable systems, including infill depth and consistency, infill migration, field edging attachments, sewn and glued seams, line verification and field inserts (inlays).

Up to eight (8) minor repairs (including sewing/adhesive failures, inlay separation, and general workmanship) to the FieldTurf surface, in the discretion of the FieldCare crew at time of visit. If necessary, additional repairs can be performed on a separate visit and at an additional cost, if applicable. Additionally, any additional warranty repairs discovered during the maintenance visit may need to be performed on a separate visit, to be scheduled on a mutually agreeable date, as the time set aside for the proposed services may not provide enough time to complete all required repairs discovered during the performance of the services.

This offer does not include the repair of *any damage to the field as a result of acts of vandalism and/or neglect*. The price includes normal wear and tear; any major repairs or necessary maintenance as a result of damage due to abnormal wear and tear, abuse, vandalism, or neglect are subject to additional cost.

**Program 1- One (1) Year Agreement: Two (2) site visit to Denfeld High School;**

- Includes:
- One (1) **Advanced Care Visit**
  - Pre and Post Field Inspection with written Field Maintenance Summary
  - Minor Seam and Inlay Repairs, not to exceed eight (8) repairs up to fifteen (15) linear sqft
  - Field Magnet Sweep
  - Light Infill added to High Traffic Areas



THE ULTIMATE  
SURFACE EXPERIENCE

**Program 2 - One (1) Year Agreement: Two (2) site visit to Lincoln Park Middle School;**

- Includes:
- One (1) **Advanced Care Visit**
  - Pre and Post Field Inspection with written Field Maintenance Summary
  - Minor Seam and Inlay Repairs, not to exceed eight (8) repairs up to fifteen (15) linear sqft
  - Field Magnet Sweep
  - Light Infill added to High Traffic Areas

**Program 3 - One (1) Year Agreement: Two (2) site visit to East Senior High School;**

- Includes:
- One (1) **Advanced Care Visit**
  - Pre and Post Field Inspection with written Field Maintenance Summary
  - Minor Seam and Inlay Repairs, not to exceed eight (8) repairs up to fifteen (15) linear sqft
  - Field Magnet Sweep
  - Light Infill added to High Traffic Areas

**Program 4- One (1) Year Agreement: Two (2) site visit to Ordean East Middle School;**

- Includes:
- One (1) **Advanced Care Visit**
  - Pre and Post Field Inspection with written Field Maintenance Summary
  - Minor Seam and Inlay Repairs, not to exceed eight (8) repairs up to fifteen (15) linear sqft
  - Field Magnet Sweep
  - Light Infill added to High Traffic Areas

**2-The price offered is the following:**

The price is subject to an increase without notice in the event that there is an increase in raw materials, freight, or direct expenses in maintaining the grass surface. The Price is valid for a period of sixty (60) days.

**2-The price offered is the following:**

<b>PROGRAM 1:</b>	<b>TOTAL COST PROGRAM 1:</b>	<b>\$5,500.00</b>
<b>PROGRAM 2:</b>	<b>TOTAL COST PROGRAM 2:</b>	<b>\$5,500.00</b>
<b>PROGRAM 3:</b>	<b>TOTAL COST PROGRAM 3:</b>	<b>\$5,500.00</b>
<b>PROGRAM 4:</b>	<b>TOTAL COST PROGRAM 4:</b>	<b>\$5,500.00</b>
	<b>TOTAL:</b>	<b>\$22,000.00</b>

**3- Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present proposal, the following shall apply:**

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and force majeure;
- b) Payment shall be due within thirty (30) days of completion of each scheduled maintenance visit;
- c) Unless otherwise agreed upon and noted herein, the maintenance visit shall be performed as scheduled by the parties on an agreed-upon date;
- d) FieldTurf requires suitable access to all fields proposed herein. The suitable access area must be at least five (5) feet wide and comprised of a hard, stable or paved surface. To the extent suitable access is not provided, additional costs may apply and service delays may occur. Additionally, FieldTurf will not be responsible for damage to any access or surrounding area due to unsuitable conditions.



THE ULTIMATE  
SURFACE EXPERIENCE

- e) Accounts overdue beyond 30 days of billing will be charged at an interest rate of 1.5% per month (19.56% per annum);
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary additional charges will apply;
- g) The proposed price does not include any applicable sales or use taxes;
- h) GMax testing is specifically excluded, but can be performed at an additional cost; and
- i) In the event that FieldTurf is ultimately obliged to take collection procedures for payment, acceptor of this bid shall be liable for FieldTurf's collection costs including attorney fees and costs.

**FieldTurf, Inc.**

Per: Cody Gustafson  
Cody Gustafson, Field Care Specialist P. 847-340-8113

**READ, AGREE, AND ACCEPTED BY ADDRESSEE**

Signature: Catherine A. Erickson  
EB8E2CAC8D644B2

Print Name: Catherine A. Erickson

Date: 3/2/2022

PO #: N/A

Program Selection: 1 - 4

For FieldTurf to schedule and execute above services, a signed agreement and/or PO from the customer must be sent to FieldTurf directly.

**RETURN SIGNED AGREEMENT AND/OR PO TO:**

FieldTurf USA, Inc.  
Fax: 438.469.1355  
Email: [chelsey.brooker@fieldturf.com](mailto:chelsey.brooker@fieldturf.com)

PO/Agreement can be mailed, emailed and/or faxed

All payments should be mailed to:

FieldTurf Tarkett  
7445 Cote-de-Liesse Road  
Suite 200  
Montreal, Quebec H4T 1G2

DocuSigned by:  
Signature: David Spooner  
1AFAE2483495423

Print Name: David Spooner

Date: 2/23/2022

BUDGET CODES: 01 E 215, 220, 225, 335 810 000 350 000

Current Certificate of Insurance (COI) on file expires May 1, 2022 - RENEWED COI RECEIVED: LS



March 16, 2022

Retrofit Environmental a Division of The Retrofit Companies, Inc.  
Attn: Michelle Gwin  
1010 Hoffman Drive Suite A  
Owatonna, MN 55060

**RE: Neutralization Tank Service - Denfeld High School and Duluth East High School**

Dear Ms. Gwin:

Attached please find a copy of the agreement between ISD #709 and Retrofit Environmental a Division of The Retrofit Companies, Inc. for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **March 21, 2022**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

We have received the following:

- **Insurance Certificate (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy) - Expiration Date 8/10/2022**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office upon project completion)

Once fully executed by all parties via DocuSign, a copy of the Agreement will be emailed to you; this will also serve as your Authorization to Proceed. If you have any questions, please call Matt Johnson at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

Enclosures

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16th day of March, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Retrofit Environmental a Division of The Retrofit Companies, 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:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 16, 2022 and shall remain in effect until project completion unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **Estimate Order #0109806 - Neutralization Tank Service at Denfeld High School and Duluth East High School**. This contract award is approximately \$15,451.76. Total Contract award amount to be determined through execution of this contract based upon this estimate and final disposal amounts and methods.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's **Estimate Order #0109806**;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment Form;
5. Contractor's Affidavit; and
6. Any other documents identified by District.

### 3. **Background Check. N/A**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations at approximately \$15,451.76 based upon service rates, materials and disposal as defined in the contractor's quote. 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 receipt of all required backup documentation and 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: David Spooner, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Retrofit Environmental a Division of The Retrofit Companies, Inc., 1010 Hoffman Dr, Ste A, Owatonna, MN 55060.

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

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

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

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

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

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

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

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

**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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Cathy Erickson	CFO/Executive Director of Business Services

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

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

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

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

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

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors,

material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.



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

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

**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.

DocuSigned by:  
  
D7527A1BBFD3436...  
 Retrofit Environmental a Division of The Retrofit Companies, Inc.      Signature      Date  
 41-1716621

SSN/Tax ID Number  
 DocuSigned by:  
  
B6DDF2E2BA6E40F  
 Program Director      Date  
 DocuSigned by:  
  
1AFAF2482495423  
 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).

05	E	005	865	349	305	000
----	---	-----	-----	-----	-----	-----

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

DocuSigned by:  
  
EBBF2CAC8D644B2  
 CFO / Superintendent of Schools / Board Chair      Date  
 3/17/2022



**ESTIMATE****Retrofit Environmental**

Division of The Retrofit Companies, Inc.  
 2960 Yorkton Blvd.  
 Little Canada, MN 55117  
 1-800-274-1309

Order Number: 0109806

Order Date: 2/17/2022

Salesperson: Michelle Gwin

Customer Number: ENVEST

**Proposal for:**  
 Enviromental Estimates

**Ship To:**  
 ISD #709 Duluth Public Schools  
 330 Garfield Ave  
 Duluth, MN 55802

Confirm To:

Terms: Net 15

Item Number	Description	Unit	Ordered	Price	Amount
	East High School				
/HAZMISC	Prep/Mob/Travel (per man hour)		13.00	85.00	1,105.00
/HAZMISC	HAZWOPER Labor (per man hour)		26.00	95.00	2,470.00
/HAZMISC	Per Diem (per man/night)		3.00	150.00	450.00
/HAZMISC	PPE (per man/day)		3.00	60.00	180.00
/HAZMISC	Tool Box (Tools/Safety Equip)		1.00	200.00	200.00
/HAZMISC	Confined Space Entry Gear		1.00	250.00	250.00
/HAZMISC	Drum Vacuum (per day)		1.00	100.00	100.00
/HAZMISC	Purchase and Delivery New Rock		2.00	200.00	400.00
R1103	limestone gravel, per yard UN1A2 DOT Steel Drum	EA	9.00	75.00	675.00
/HAZMISC	Dump Truck and Trailer (daily)		1.00	450.00	450.00
H01.STAB01.55	55G Non regulated sludges with free liquids , bulkable , for solidification to subtitle D landfill, assumes Non-RCRA regulated, pending analytical results	EA	9.00	193.34	1,740.06
/MANIFEST	E-Manifest Program Fee	EACH	1.00	35.00	35.00
/SHIPPING	Haz Shipping	EACH	0.50	870.00	435.00
/HAZMISC	Characteristic Waste Testing		1.00	300.00	300.00
	Denfeld High School				
/HAZMISC	Prep/Mob/Travel (per man hour)		13.00	85.00	1,105.00
/HAZMISC	HAZWOPER Labor (per man hour)		17.00	95.00	1,615.00
/HAZMISC	Per Diem (per man/night)		3.00	150.00	450.00
/HAZMISC	PPE (per man/day)		3.00	60.00	180.00
/HAZMISC	Tool Box (Tools/Safety Equip)		1.00	200.00	200.00
/HAZMISC	Confined Space Entry Gear		1.00	250.00	250.00
/HAZMISC	Drum Vacuum (per day)		1.00	100.00	100.00
/HAZMISC	Purchase and Delivery New Rock		1.00	200.00	200.00

Continued



**ESTIMATE****Retrofit Environmental**

Division of The Retrofit Companies, Inc.  
 2960 Yorkton Blvd.  
 Little Canada, MN 55117  
 1-800-274-1309

Order Number: 0109806  
 Order Date: 2/17/2022  
 Salesperson: Michelle Gwin  
 Customer Number: ENVEST

**Proposal for:**  
 Enviromental Estimates

**Ship To:**  
 ISD #709 Duluth Public Schools  
 330 Garfield Ave  
 Duluth, MN 55802

Confirm To:

Terms: Net 15

Item Number	Description	Unit	Ordered	Price	Amount
R1103	limestone gravel, per yard UN1A2 DOT Steel Drum	EA	5.00	75.00	375.00
/HAZMISC	Dump Truck and Trailer (daily)		1.00	450.00	450.00
H01.STAB01.55	55G Non regulated sludges with free liquids , bulkable , for solidification to subtitle D landfill, assumes Non-RCRA regulated, pending analytical results	EA	5.00	193.34	966.70
/MANIFEST	E-Manifest Program Fee	EACH	1.00	35.00	35.00
/SHIPPING	Haz Shipping	EACH	0.50	870.00	435.00
/HAZMISC	Characteristic Waste Testing		1.00	300.00	300.00

Does not include Tax

\*\*\*Prices Valid for 30 Days\*\*\*  
 \*\*\*DO NOT PAY FROM ESTIMATE\*\*\*

**Estimate Total:**  
**\$15,451.76**

**We appreciate your business, and please note that:**

Disposal pricing includes all labeling, markings, profiling, manifests and/or shipping documents. All disposal pricing listed above is pending profile approval at the end facility. Quantities listed are estimates only. The final invoice will reflect actual quantities shipped and disposal methodology as determined by the end facility. If the waste received at the disposal facility differs from the profile, discrepancy or rejection fees may apply.

**Approval and Acceptance:**

The undersigned agrees and certifies that he/she is authorized to act on behalf of Customer and guarantees by his/her signature to compensate The Retrofit Companies, Inc. in full for all actual services performed, which are due and payable 15 days from invoice date unless otherwise agreed upon. All past due accounts shall accrue interest at the rate of 1.5% per month. No verbal quotations are valid or enforceable.

SIGNATURE: \_\_\_\_\_