

**STATE OF MINNESOTA
ANNUAL PLAN AGREEMENT**

This Annual Plan Agreement (“Agreement”) is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between Duluth Public School District #0709 (“Governmental Unit”) whose designated address is 215 North 1st Avenue East, Duluth, MN 55802 and the Minnesota Department of Education (“State” or “MDE”) whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

Pursuant to Minnesota Statutes, section 15, the State is empowered to enter into professional/technical agreements.

I. Work to be Performed.

By written acceptance below, the Governmental Unit agrees to:

1. Governmental Unit will create and provide to MDE one (1), three to eight minute video on identifying and responding to needs, an element, or elements, of their P3 Regional Collaborative work. The elements are the eight buckets based on *The Framework for Planning, Implementing, and Evaluating PreK-3rd Grade Approaches* (Kauerz & Coffman, 2018).
2. The video should include:
 - a. Discussion on how the organization has been involved in P3 work.
 - b. Description of at least one P3 project or initiative undertaken by the organization.
 - c. Discussion of the results or outcomes of the project or initiative, including lessons learned.
 - d. Discussion of how leadership influences the organization’s P3 work.
3. The topic and scope of the video will be determined by the contractor and a representative from the Minnesota Department of Education (MDE).
 - a. Governmental Unit shall provide MDE with a written description of their video proposal by May 10, 2021.
 - b. Governmental Unit shall provide MDE with a draft of the video for review/approval and accessibility testing at least two weeks prior to the due date of the final video. The final video must meet the accessibility standards under Clause II, 9 of this Agreement.
4. Governmental Unit will provide final video to MDE by June 30, 2021.

The Governmental Unit will be paid an amount not to exceed two thousand five hundred dollars (\$2,500.00), upon successful completion of the above services. Rates include all labor, and all related expenses for a grand total not to exceed two thousand five hundred dollars (\$2,500.00).

II. Terms and Conditions.

1. **Conditions of Payment.** All services provided by the Governmental Unit pursuant to this Agreement must be performed to the satisfaction of the State, as determined at the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Governmental Unit will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes, section 16C.08,

subdivision 2(10), no more than 90 percent of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Governmental Unit has satisfactorily fulfilled all the terms of this Agreement.

2. **Cancellation.** This Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Governmental Unit. In the event of such a cancellation, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments.** Any amendments or modifications to this Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification.** In the performance of this Agreement by Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:
 - a. Intentional, willful, or negligent acts or omissions; or
 - b. Actions that give rise to strict liability; or
 - c. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this Agreement.

5. **State Audit.** The books, records, documents, and accounting procedures and practices of the Governmental Unit and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Agreement.
6. **Government Data Practices Act.** The Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit in accordance with this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this Article by either the Governmental Unit or the State. In the event the Governmental Unit receives a request to release the data referred to in this Article, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure.** Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the Governmental Unit consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to

federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Governmental Unit to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. ***Jurisdiction and Venue.*** This Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
9. ***Accessibility Standards.*** Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website \(https://mn.gov/mnit/about-mnit/accessibility/\)](https://mn.gov/mnit/about-mnit/accessibility/). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.
 - a. Contact the [Communication Office \(mde.communications@state.mn.us\)](mailto:mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
 - b. For questions regarding the accessibility of software, web sites or applications, contact Kim Wee (kim.wee@state.mn.us).
10. ***Publications or Other Content Intended for Dissemination.*** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:
 - a. Use only print-quality department logo. Request a copy from the MDE [Communication Office \(mde.communications@state.mn.us\)](mailto:mde.communications@state.mn.us).
 - b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
 - c. Video content must be open or closed captioned.
 - d. Copy must be free of typographical and grammatical errors.
 - e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
 - f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
 - g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the vendor must also provide the Word or PowerPoint file.
 - h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.

- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

11. **Plain Language.** Governmental Unit must provide all deliverables in “Plain Language.” Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Governmental Unit will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

12. **Force Majeure.** Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

13. **Authorized Personnel.**

- a. Minnesota Department of Education’s Authorized Representative is:

Mike Brown, Early Childhood Family Ed. (ECFE) & School Readiness
Mike.Brown@state.mn.us
651-582-8224

- b. Governmental Unit’s Authorized Representative is:

Jennifer Jaros
jennifer.jaros@isd709.org
218-336-8700 ext. 2828

14. **Terms of Agreement and Payment Information.**

- a. Agreement Begin Date: Upon execution, the date the State obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2, whichever is later. The Governmental Unit must not begin work under this Agreement until this Agreement is fully executed and the Governmental Unit has been notified by the State’s Authorized Representative to begin the work.
- b. Agreement End Date: June 30, 2021.
- c. The Governmental Unit must sign its approval in the designated signature block and return the original signed Agreement prior to the commencement of services.

- d. The total amount that the State agrees to pay for this Agreement is not to exceed two thousand five hundred dollars (\$2,500.00).
- e. Governmental Unit will submit an invoice upon completion of the above services, which is due no later than July 15, 2021 to Accounts Payable.
- f. Invoice will include the following information:
 - MDE's Authorized Representative's name;
 - The SWIFT Purchase Order (PO) and Agreement numbers;
 - Dates of service; and
 - A description of services performed.

The preferred method of obtaining an invoice from a contractor is by email to the [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us). The subject line of the email with the invoice attached will contain the MDE's Authorized Representative's name, PO and Agreement numbers.

Should an invoice need to be submitted via U.S. Mail, please use the following address:

Minnesota Department of Education
Attn: Accounts Payable Department
1500 Highway 36 West
Roseville, MN 55113-4266

[Signature page to follow.]

1. ENCUMBRANCE VERIFICATION:

DocuSigned by:	
Signed:	<i>Orange C Huey</i>
<small>B9E16F2556804F5...</small>	
Date:	04/08/2021
Annual Plan T-number: 21A37	
Purchase Order (PO) number: 3000024304	

2. CONTRACTOR:

DocuSigned by:	
By:	<i>Jay Roester</i>
<small>4DE9BA7BDE4A4F0...</small>	
Title:	Director of Community Education Services
Date:	4/15/2021

3. STATE AGENCY:

DocuSigned by:	
By:	<i>Pamela J Schneider</i>
<small>2A84DCCA1ED447D...</small>	
Title:	Accounting Operations Manager
Date:	4/15/2021

[Signature page to Annual Plan Agreement (FY21 SharePoint ID #418).]

Catherine A. Erickson

 Catherine A. Erickson, CFO

04-R-005-580-325-099-000

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("STATE") and Duluth Public Schools, ISD 0709, 215 N 1st Ave E, Duluth, MN 55802 ("GRANTEE").

Recitals

1. Under Minn. Stat. § § 84.026 and 84.085, the State is empowered to enter into this grant contract agreement.
2. The State is in need of improving, increasing, or creating outdoor learning experiences at School Forest sites across Minnesota.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

March 25, 2021. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

June 1, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

Purchase materials to build a bridge to provide access to the entire forest using treated lumber, cinder block under support and railings.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) *Compensation*

The Grantee will be paid a lump sum of \$500.00.

(b) *Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota

Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$500.00.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Upon completion of the services

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

(d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- i. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- ii. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
- iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

(e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

(g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.

(h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(i) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state,

or local law.

6 Authorized Representative

The State's Authorized Representative is John Rudolph, teacher, Duluth East High School, 301 N 40th Ave East, Duluth, MN 55804, john.rudolph@isd709.org, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Karen Harrison, 500 Lafayette Rd, Saint Paul, MN 55155-4044, karen.harrison@state.mn.us, 651-259-5903. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is

released. The Grantee's response to the request shall comply with applicable law

10.2 **Intellectual Property Rights**

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. If intellectual property rights are identified, the grantee must contact the DNR immediately.

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity**

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 **Endorsement**

The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

14.1 **Termination by the State**

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause**

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. Per 16B.991, the State must immediately terminate this grant contract agreement if the recipient is convicted of a criminal offense related to a state grant.

14.3 **Termination for Insufficient Funding**

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature,
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination.

However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Additional Alternate Termination Language

Additional alternate termination language may be negotiated on a case-by-case basis after the state agency has consulted with their legal and finance teams.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: 
2E922DDE6FE54CC...
Date: March 25, 2021

SWIFT Contract/PO No(s). 191097 / 3-185260

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
953DD88A52D84F1...
Title: CFO
Date: April 25, 2021

By: _____
Title: _____
Date: _____

3. STATE AGENCY

By: 
BSF8C4AC19F247C...
(with delegated authority)
Title: Deputy Director
Date: April 26, 2021

Distribution:
Agency
Grantee
State's Authorized Representative



Service Agreement

Lester Park Elementary School

Lifetouch ID: 35712

Account Representative Email: jmalone@lifetouch.com

School Year(s): 2021-2022

Contract Length: 1

Account Information

Lester Park Elementary School
5300 Glenwood Ave
Duluth, MN 55804

Main Phone: 218-336-8875
Enrollment: 600
Grades: Pre-K - 5

Summary of Programs Provided

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

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individual - Original (Fall Individuals)	10/07/2021	10/07/2021	6:15 AM	7:15 AM	2:30 PM	600	
Additional Notes:	Arrival Contact: Engineer - Steven Phone or pager #: 336-8875 x2655 or 725-7618(pager) Arrival Door: Main Door to Unload Equipment: Main Individual Camera Location: Media Center (sometimes it is the music room) S						
Fall Individual - Retake (Fall Individuals)	11/11/2021	11/11/2021	7:00 AM	8:00 AM	12:00 PM		
Additional Notes:	WE do class room groups? Will need to confirm with school.						

*Proposed details or TBD if blank

Account Services

- Yearbook - Media CD/DMD Yearbook Provider:
 Parent Notify
 Storefront Storefront Contact:
 Lifetouch Portal Lifetouch Portal Contact: Tracy Thompson

Other Services

Photo Labels
Photo Labels

Additional Details

Contact information

Contact Name	Title	Role	Phone	Email
Tracy Thompson	Administrative Assistant	Lead Secretary;Portal Contact	218-336-8875	tracy.thompson@isd709.org

Agreement Terms

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

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

Signatures

DocuSigned by:
Joe Malone 4/29/2021
42AF404130204EA...

Joe Malone Account Manager

DocuSigned by:
Catherine A. Erickson, CFO 4/29/2021
A65E2F75CA3C49E...

Tracy Thompson Administrative Assistant



PY22 Yearbook Sales Agreement				(B)	Contract Years:	2022	New/Renew	Renew	Job #:	10952322	
Account Name:	Lester Park Elementary						LID #:	35712			
Address:	5300 Glenwood Ave	City:	Duluth			State:	MN	Zip Code:	55804		
Phone #:	218-336-8875	Enrollment:	600								
School Year Open Date:	09-07-2021				Adviser Name:	Tracy Thompson					
School Year Close Date:	06-09-2022				Adviser Email:	tracy.thompson@isd709.org					
					Adviser Phone:	218-336-8875 x2652					
Ship Yearbooks To:	Account				Contact Address Name:						
Send Invoice To:	Account				Contact Street Address:						
School Purchase Order Number:					Contact City, State, Zip:						
YEARBOOK SPECIFICATION INFORMATION:					YEARBOOK DATES:						
Size:	7				Cover Deadline:	01-10-2022					
Number of Pages:	40				Final Quantity Deadline:	04-04-2022					
Number of Copies:	226				Requested Arrival Date:	05-20-2022					
			School	Consumer							
			Yearbook Price:	\$ 15.20	\$ 18.00	Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.					
PACKAGE SELECTION:					School Price	Consumer Price					
Package:	MYPC - H						Website Activation Date:	08-30-2021			
							YBPay (Type)	Direct			
COVER & BINDING TYPE					School Price	Consumer Price	Activate YBPay On:	Yes	Date:	9/7/21	
Cover:	Split Cover			\$ 5.00	\$ 5.00	Sales Flyer Need by Date:	10/1/2021				
Binding Type:	Saddle Stitch						**Additional flyer information should be included on the Merchandising Form**				
Design:	Signature Design			Included	na	PORTRAIT INFORMATION:					
School Name & Year:	Yes (1 or 2 lines)			Included	na	Photographed by Lifetouch:	Yes				
Personalization (Student Names):	MYPC			\$ 6.00	\$ 6.00	Associated Picture Days APO ID(s):					
Icon:	No										
Endsheets (Hardcovers Only):	White Endsheets			Included	na						
CONSUMER ENHANCEMENTS:					School Price	Consumer Price	SIGNING INCENTIVES:				
Zoom:	Zoom - Taped (Diff Qty)			\$ 3.00	\$ 3.00	Signing Info:	5 Free Books				
Auto Inserts:	4 - Page Autograph Insert (Diff Qty)			\$ 2.00	\$ 2.00						
Yearbook Stickys:	Yes			\$ 2.00	\$ 2.00	PACKAGE PRICING:					
						A la Carte Items	School Price *	Consumer Price:			
SHIPPING/FREIGHT:					Price		Book Price:	\$15.20	\$18.00		
			Estimated Freight:	\$ -		MYPC:	\$6.00	\$6.00			
		Freight Model:	Actual Cost	TBD		Student Name 1 line:					
			*Estimated Total:	\$ -		Icons:					
			Per Copy:	\$ -		Zoom:	\$3.00	\$3.00			
			Deposit Rate:	75%		4-Pg Auto Insert:	\$2.00	\$2.00			
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.							YB Stickys:	\$2.00	\$2.00		
SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):							Hard Cover Upgrade:	\$5.00	\$5.00		
						Package Config:	*Minimum of 76 Copies Required				
						Packages:	School Price *	Consumer Price:			
						Package A:	\$24.70	\$27.50			
						Package B:	\$23.20	\$26.00			
						Package C:	\$21.70	\$24.50			
						Package D:	\$17.20	\$20.00			
Lifetouch Representative	Rep Code:	The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.									
Sarah Wise	MIG1	Authorized School Representative (Print)									
Lifetouch Representative Phone # / Email Address	612-219-3303 sarah.wise@lifetouch.com		Catherine Erickson						Title		CFU
Lifetouch Representative (Signature)	Sarah Wise		Catherine Erickson						Date		4-14-21

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761



Service Agreement

Piedmont Elementary School

Lifetouch ID: 35719
 Account Representative Email: jmalone@lifetouch.com

School Year(s): 2021-2022
 Contract Length: 1

Account Information

Piedmont Elementary School
 2827 Chambersburg Ave
 Duluth, MN 55811

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

Summary of Programs Provided

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

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individual - Original (Fall Individuals)	10/05/2021	10/05/2021	6:30 AM	7:30 AM	2:30 PM	570	
Fall Individual - Original (Fall Individuals)	11/12/2021	11/12/2021	6:30 AM	7:30 AM	12:00 PM		

*Proposed details or TBD if blank

Account Services

- Yearbook - Media CD/DMD Yearbook Provider:
- ✓ Parent Notify
- Storefront Storefront Contact:
- ✓ Lifetouch Portal Lifetouch Portal Contact: April Winter

Other Services

Color Portrait Strip

Additional Details

Contact information

Contact Name	Title	Role	Phone	Email
Beth Shermoen	Principal	Primary Contact	218-336-8950	beth.shermoen@isd709.org
April Winter	Administrative Assistant	Picture Day Contact; Portal Contact	218-336-8950	april.winter@isd709.org

Agreement Terms

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

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

Signatures

DocuSigned by:

 42AF404130204EA...

4/28/2021

Joe Malone

Account Manager

Beth Shermoen

Principal


 Catherine A Erickson, CFO