

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of March , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and TeamWorks International , 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 attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 1, 2022 and shall remain in effect until June 30, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *See attached.*

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 \$90,000 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Superintendent's Office , 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 TeamWorks International, Inc, 7037 20th Avenue South, Suite A, Centerville, MN 55038.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	030	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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

Cathryn E. [Signature]
CFO / Superintendent of Schools / Board Chair

4-22-22
Date



April 1, 2022

John Magas
Duluth Public Schools
4316 Rice Lake Rd, Suite 108
Duluth, MN 55811

Re: Consultant Agreement

Superintendent Magas,

Thank you for extending the invitation to partnership with TeamWorks International, Inc. through the Comprehensive Strategic Planning for 2022-25, dated April 1, 2022. TeamWorks International, Inc. is a Minnesota company which provides consulting, coaching, research, analysis and related planning / organizational development services. A clear understanding of our respective roles and responsibilities helps both of us to benefit from our cooperative relationship; for that reason, it is our policy to provide a written confirmation of our agreement with respect to our services, fees and billing in this matter. For purposes of this Agreement, TeamWorks International, Inc. may be referred to as "Consultant" and the Duluth Public Schools may be referred to as "Client."

To enable you to benefit as fully as possible from our work with you, per this Agreement, you will provide to us: (a) the general objectives and scope of work, (b) the availability of you and your staff to confer with us, and (c) the format of any report required by you with your request for the particular actions to be taken and procedures to be followed. Except as specifically agreed, the scheduling of our work and the amount of time devoted to it will be at our discretion.

When our services are for an entity, such as Duluth Public Schools, this firm's services are for the entity, not the individuals associated with said entity, such as officers, directors, employees and the like.

1. **SCOPE OF CONSULTING, COACHING AND PLANNING SERVICES.** We mutually anticipate that our services will consist of research, analysis, reports, meetings, retreats, workshops, review of your practices and needs, review of your specific requests for assistance and providing of services appropriate to your needs and the circumstances of each assignment. If the scope of the agreed-upon services is to be altered, we will sign an amendment. Attached as "A Proposal for Services" and incorporated herein by reference is a further description of particular consulting, coaching, planning, research, and development services requested.

This accepted Proposal for Services includes the Client's right to copy any provided copyrighted and/or trademarked property in printed and electronic forms. In order to protect intellectual property and copyrights, Client agrees not to attempt in any way to obliterate or destroy the copyright notice and associated name and address as they are incorporated into and part of the documents and reports. Client agrees to reproduce

fully the copyright notice and name in all materials produced. Violation of any provision in this Subsection shall be the basis for the immediate termination of this accepted Agreement.

2. **IDENTIFICATION OF CONSULTANT-USE OF NAME.** Consultant agrees to identify itself to your stakeholders and employees, and other persons whenever performing services under this Agreement by Consultant's name. Neither this Agreement nor the services provided hereunder gives the Consultant the right to use the Client's name or any derivations thereof or any trademark or service marks owned by the Client, except for the limited rights expressly granted hereunder, and the Consultant hereby disclaims any right, title or interest in such names and marks.
3. **FEES.** As defined in the separate "A Proposal for Services" document or in subsequent Work Orders or written Amendments. The enclosed "Standard Client Billing Policy" (Schedule B) is incorporated as a part of the terms of our engagement. That policy and this letter comprise our services agreement with you. We will send you monthly statements itemizing the services performed and the costs and disbursements incurred. Prior to billing, statements will be reviewed to assure their accuracy.
4. **EXPENSE REIMBURSEMENT.** Client will reimburse Consultant for all production, duplication and out-of-pocket expenses such as travel incurred by it in carrying out each assignment hereunder, which shall be in addition to Consultant's fees for services rendered. All costs and expenses (including production, copies at the Consultant's standard rates, duplication, and out of pocket expenses such as travel) incurred by Consultant will be billed at actual cost without any premium or mark up. Reasonably necessary travel expenses will be paid. Reasonable travel is travel by non-first class rate, hotel accommodations that are moderately priced or provided at no cost by the Client, meal charges that are reasonable, and rental cars to be of reasonable cost only, or as may be provided by the Client. Copies of invoices/receipts for out-of-pocket expenses will be appended to the invoices the Consultant provides to the Client.
5. **FEE AND EXPENSE STATEMENTS.** Consultant agrees to submit statements to Client for fees and expenses payable or reimbursable hereunder within ten (10) days after the end of each month. Services will be billed either in full day increments or in hourly increments. Services will be adequately described to inform the Client of the nature, purpose, or subject of the work performed, and the specific activity that is being undertaken. When the billings are hourly, the statements for fees and expenses will disclose, for each separate matter, (a) a brief description of the nature of the services rendered, indicating the dates on which the services were rendered, (b) the amount of time and expenses in rendering such services, and (c) the fees for such services. Undisputed Statements submitted will be paid promptly upon receipt of each statement by Client.
6. **OUR COMMITMENT TO EXCELLENCE.** It is our goal to provide services of the highest quality in the most efficient, timely and responsible manner possible, consistent with our standards of excellence. Success in the consulting, coaching, planning, and research matters pursuant hereto is dependent upon the existence of a cooperative joint effort to which we both agree. You can expect the following from us in providing our services:
 - (1) To maintain the information you provide to us in confidence.

- (2) To provide our best known advice about certain potential actions and positions and to assist you in the pursuit of the position elected by you, to the extent proper under the circumstances.
- (3) To provide prompt responses to questions and requests.

7. **YOUR RESPONSIBILITIES.** To serve you efficiently and effectively, we need your commitment to the following important responsibilities:

- (1) Provide accurate and complete information to us with respect to your needs and the proposed services and action in a timely manner.
- (2) Follow recommendations for our providing services to you and for pursuing such actions, unless you accept the consequences of refusing our recommendations.
- (3) Ask us if you do not understand any aspect of our advice/recommendations.
- (4) Pay our statements promptly within 30 days of receipt.
- (5) Your retention in confidence, without publication or furnishing to any other person or firm for their use without our prior written approval, of all our confidential and proprietary information.

8. **RELATIONSHIP OF THE PARTIES.** It is understood and agreed that Consultant's relationship with Client is that of an independent contractor. As such, Consultant is not an employee, agent or partner of Client and has no authority to commit or obligate Client in any manner without first obtaining the approval of Client's contract representative designated hereunder. As an independent contractor, Consultant is responsible for paying all of its own expenses, providing all of its own liability, workers compensation, medical and other insurance coverages (at its expense), securing, paying for and maintaining all licenses and permits to do business, and paying all taxes applicable to any payments received by it hereunder.

9. **TERM OF AGREEMENT.** This Agreement becomes effective as of 2/1/22 (the "Effective Date") and will remain in effect until 6/30/23 unless extended by written Amendment signed by both Parties.

10. **LIABILITY/INDEMNIFICATION.** To the extent permitted by law, each party will defend, indemnify and hold the other party harmless and shall be liable to the other party in connection with any claim or liability to the extent the same results from the negligence or willful misconduct or breach of this Agreement by the indemnifying party; provided, however, that in no event shall either party be liable for consequential damages. Consultant shall not be held responsible for any damages in excess of the service fees payable to Consultant by Client.

11. **CONFIDENTIALITY OF INFORMATION.** Each party hereto agrees to hold in strict confidence and not to disclose to any third party any information relating to the Consultant or Client and their respective businesses gained in the performance of, or by reason of the relationship established by, this Agreement, except as it may be required by law or if expressly permitted or required to perform obligations undertaken in this Agreement; provided, however, that the obligation to keep such information confidential will not apply to any information which is received from an independent source which, to the best of the respective parties' knowledge, is not bound by any obligation of secrecy regarding such information. If a subpoena, notice to provide or other legal process is received requiring disclosure of

information which would otherwise be subject to the confidentiality provisions of this Agreement, each party hereto will immediately notify the other party, and cooperate with the other party in any efforts it may make to intervene on its own behalf and at its own expense to prevent or limit disclosure of its confidential information.

12. **DISCLAIMER OF WARRANTIES.** The performance of Consultant services is dependent upon the sufficiency of information and expression of needs provided by Client. Consultant hereby disclaims any and all express or implied warranties of its services, including, without limitation, warranties of fitness for purpose, and Consultant shall not be liable upon any claims of breach of warranty.

13. **NOTICES.** Any notice or communication required to be given hereunder must be in writing and will be deemed given when (a) mailed by certified or registered mail, postage paid, return receipt requested, (b) delivered by hand, (c) sent by receipted courier service, or (d) sent by facsimile transmission with a confirmation copy to:

Service Provider: TeamWorks International, Inc.
A Minnesota corporation
7037 20th Avenue South, Suite A
Centerville, MN 55038
Tel No. 651.429.7340
Fax No. 651.429.7782

Client: Duluth Public Schools
4316 Rice Lake Rd, Suite 108
Duluth, MN 55811
Tel. No. 218.336.8700
Fax. No. 218.336.8773

Consultant and Client each designates the following respective persons as its contract representative hereunder with full authority to act for and bind the respective party hereunder in the administration of this Agreement:

Consultant:	TeamWorks International, Inc. A Minnesota corporation	Approved authorized contract Representative: Mr. Dennis Cheesebrow
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Client:	Duluth Public Schools	Approved authorized contract Representative: John Magas
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Each party may change its address and telephone and fax numbers and its contract representative by giving the other party written notice pursuant to this section.

14. **TAXES AND INSURANCE.** Consultant shall receive Form 1099-MISC or similar federal and state tax forms from Client and Consultant shall be obligated to pay all of its own federal and state taxes on fees

paid by Client. Consultant and Client each shall be responsible for, keep in force and pay for commercially reasonable levels of liability, workers compensation, and other appropriate insurance and upon request shall provide copies of all policies and evidence that it is in force to the other party hereto.

15. GOVERNING LAW. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Minnesota with regard to its choice of law principles.

16. ENTIRE AGREEMENT-AMENDMENT. This Agreement, the Request for Proposal and the response to the Request for Proposal are incorporated and become part of this agreement and constitutes the entire agreement between the parties and may be amended, in whole or in part, and the obligations of the parties may not be waived, except by written amendment executed by the parties.

17. HEADINGS. The headings of the various paragraphs in this Agreement are for convenience of reference only and shall not be considered a part of this Agreement.

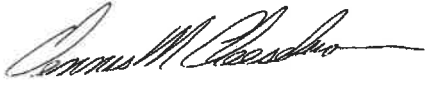
We appreciate the opportunity to assist you as our Client and want you to be pleased with both our services and our charges. Whenever you have any questions regarding our services, our monthly statements or the status of your matter, please contact me or any of my colleagues with whom you are working.

We also welcome inquiries that aid us in maintaining your confidence in our firm. If you are at any time concerned, unhappy or dissatisfied with the services that we are rendering, please promptly discuss your concerns with us.

(continued on following page)

APPROVAL

This Agreement has been agreed to by the parties listed below. All terms and conditions of the work, deliverables and associated costs have been included, reviewed and accepted. Additional services may be requested at any time and an addendum to the proposal will be provided before the delivery of future services.



Dennis M. Cheesebrow
President, TeamWorks International, Inc.



John Magas
Duluth Public Schools

SCHEDULE B

TeamWorks International, Inc.

STANDARD CLIENT BILLING POLICY AGREEMENT

This Standard Client Billing Policy, together with the engagement letter from TeamWorks International, Inc. ("Consultant"), contains the agreement ("Agreement") under which TeamWorks International, Inc. will provide services to Duluth Public Schools as the client ("Client") named in that engagement letter. This Agreement describes TeamWorks International, Inc. standard billing policies and practices and will be applicable to all of your Client matters unless otherwise agreed in a subsequent separate writing.

Services. TeamWorks International, Inc. will provide you the services described in the "A Proposal for Services" document - Accepted and other services agreed to between Consultant and Client.

Fees. Unless otherwise agreed in writing, the cost of consulting services rendered will be determined at the respective standard hourly rate of the person(s) rendering the services. Consultant will designate the appropriate person to render the services based on: Client request, the complexity of the matters involved, skill and availability of the person to be assigned and other relevant factors.

Billing. Unless otherwise agreed in writing, the fees, service charges and disbursements are billed monthly and payment is due within thirty (30) days after receipt. Consultant may also send Client monthly Statements of Account that summarize all outstanding invoices. Client will pay interest on fees, services, charges and disbursements which are not paid within thirty (30) days after receipt of invoice as defined on the invoice, or the highest lawful annual interest rate.

Termination. Consultant may terminate or suspend or limit its services for reasons, including failure to pay promptly invoices when due, misrepresentation of or failure to disclose material facts, or any other conduct or situation that, in our judgment, impairs an effective relationship between us or presents conflicts with our work for other clients.

Upon termination of our engagement, Consultant will return all client papers and property immediately, retaining copies as appropriate for Consultant's files. The termination of Consultants' services will not affect Client responsibility to pay for services rendered and all costs incurred up to the date when Consultant receives notice of termination, and for any further work required in order to facilitate an orderly turnover of matters in process at the time of termination. Client agrees to pay all costs and fees associated with maintenance of your files and transfer of your files and documents upon termination.

Collection. In fairness to our clients who timely pay their bills, the firm has collection procedures it follows to ensure that accounts are paid promptly. In the event of a billing dispute, the prevailing party shall be entitled to its attorney's fees and costs.

Questions or Disputes. Questions or disputes concerning invoices should be brought to the attention of Consultant within fifteen (15) days after receipt of the invoice. If we do not receive comment about a statement within fifteen (15) days of the invoice receipt, our statement shall be deemed acceptable and fully payable.

Services Charges. Unless otherwise agreed in writing, Consultants' charges that appear on fee statements for other incidental services are based upon Consultants' direct cost or the following schedule, which is subject to periodic adjustment.



W.O. Date: xx/xx/2022

SCHEDULE C
 WORK ORDER #: Name:

Original Services Agreement Name: Agreement Date:

Requested Additional Services and Deliverables	Date / Notes	Estimated Hours / Fee
1.		Hours: Fee:
2.		Hours: Fee:
3.		Hours: Fee:
4.		Hours: Fee:
5.		Hours: Fee:
Estimated Total Fees		\$

Work Order Approval

X Title: President TeamWorks International, Inc.

Name: Dennis M. Cheesebrow

X Title: Client Name

Name:



**Comprehensive Strategic Planning
For 2022-25**

April 1, 2022

In partnership with



Prepared for:

Name Mr. John Magas
Title Superintendent
Phone 218.336.8752
Email John.magas@isd709.org
Client Duluth Public Schools
Address 215 N. 1st Avenue East
Duluth, MN. 55802

Prepared by:

Name Dr. Ray Queener
Title COO and Principal Consultant
Phone 651.336.4015
Email rayq@teamworksintl.net
Name Dennis Cheesebrow
Title CEO and Principal Consultant
Phone 651.387.0827
Email dennisc@teamworksintl.net

TeamWorks International, Inc.
7037 20th Avenue South, Suite A
Centerville, MN 55038

Office: 651.429.7340
Fax: 651.429.7782

INTRODUCTION TO TEAMWORKS INTERNATIONAL, INC.

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

OUR MISSION

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

OUR CORE APPROACH

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

OUR TOOLS

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

OUR CORE SERVICES

Education Leadership System Services

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

Classroom to Board Room Strategic Planning and Performance Improvement Service

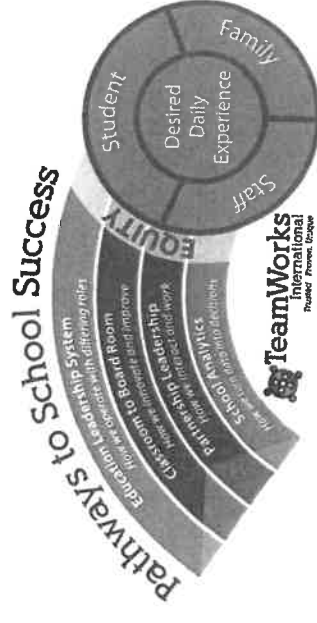
We help clients integrate their mission, vision, strategies, structures, success systems and leadership practice. We then develop a roadmap for the ongoing organizational journey. Our comprehensive, practical and personalized approach encourages those in governance, management and consultative roles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

Partnership Leadership Services

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

School Analytics

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



OVERVIEW

Mr. John Magas, Superintendent of ISD 709 Duluth Public Schools has requested TeamWorks International, Inc. of Centerville, Minnesota to provide a Proposal for services for DRAFT to assist the Superintendent in comprehensive strategic planning supported with School Analytics Subscription Services and its data, analysis, and mapping tools. Additionally, the district desires to have broad engagement across all stakeholder groups. As, such the design includes additional opportunities for students, families, staff, community and affinity based groups.

Community Vision and Priorities (from district website)

We will build on our shared beliefs and values of unity, high achievement and responsible use of resources to create Duluth Public Schools and classrooms that are safe, supportive and inclusive. We will work to inspire every student to achieve their potential, and prepare students to lead productive, fulfilling lives as citizens of Duluth and the wider world.

In implementing our vision and addressing our priorities, we will work to ensure:

- Teachers and staff are highly qualified and diverse, providing opportunities for students of every culture and ability to be successful.
- Schools are safe, respectful, caring environments for children and adults.
- We are closing the achievement gap by using best practices and by partnering with community, state and national organizations to bring the best possible education to our children.
- Class sizes are suitable and appropriate to students' development and needs.
- A wide range of enriching activities and curriculum are provided for students before, during and after school.
- Our schools serve as community resources for residents of all ages.
- Strategies are sought to reduce costs and increase funding; people inside and outside schools are regularly invited to share ideas and creative options.
- People inside and outside schools feel comfortable asking questions and sharing concerns and feel satisfied that they are heard.

The following proposal outlines the services that may be provided by TeamWorks International:

Service		Page
<u>Classroom to Boardroom Strategic Planning Process</u>		5-10
<u>School Analytics</u> for online access to census data, district student demographics, and projects such as comprehensive analytics and analysis of demographic, census, housing, facility analysis, enrollment projections and introductory student learning data produced in a detailed report		11-14

Our initial Fee Estimates are described on page 15.

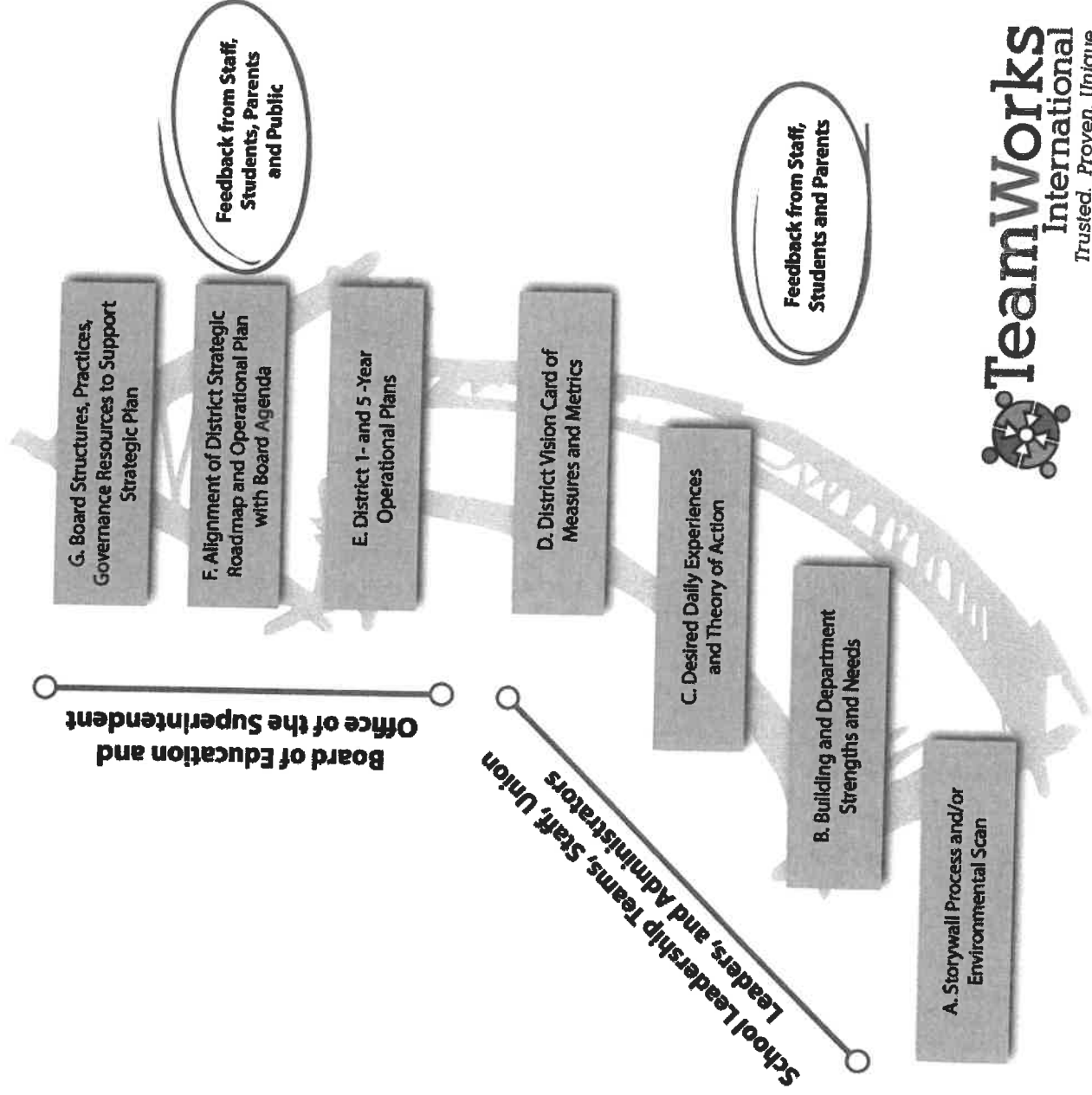
Following receipt of this DRAFT Proposal for Services, we invite the Superintendent, School Board and/or key administrative team members to engage in a collaborative Proposal Review and Co-Design Session to finalize needs and services that operate within district parameters of time, people, and funding.

CLASSROOM TO BOARDROOM STRATEGIC PLANNING PROCESS

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

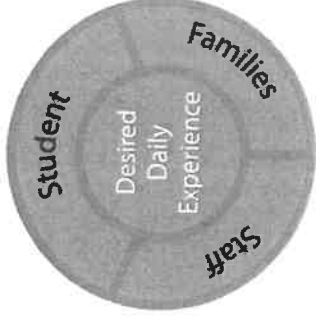
This process asks the staff and administrators to engage in, and be accountable for, a process of assessment, development, planning, and prioritization as the professional educators of the district.

Parents, students, and the public provide consultation at key points in the process, the School Board engages in the development of a Strategic Roadmap in its' governance work of oversight, policy, and community engagement rather than management work in developing the "nuts and bolts" of the District Strategic Plan for the next 3 - 5 years.



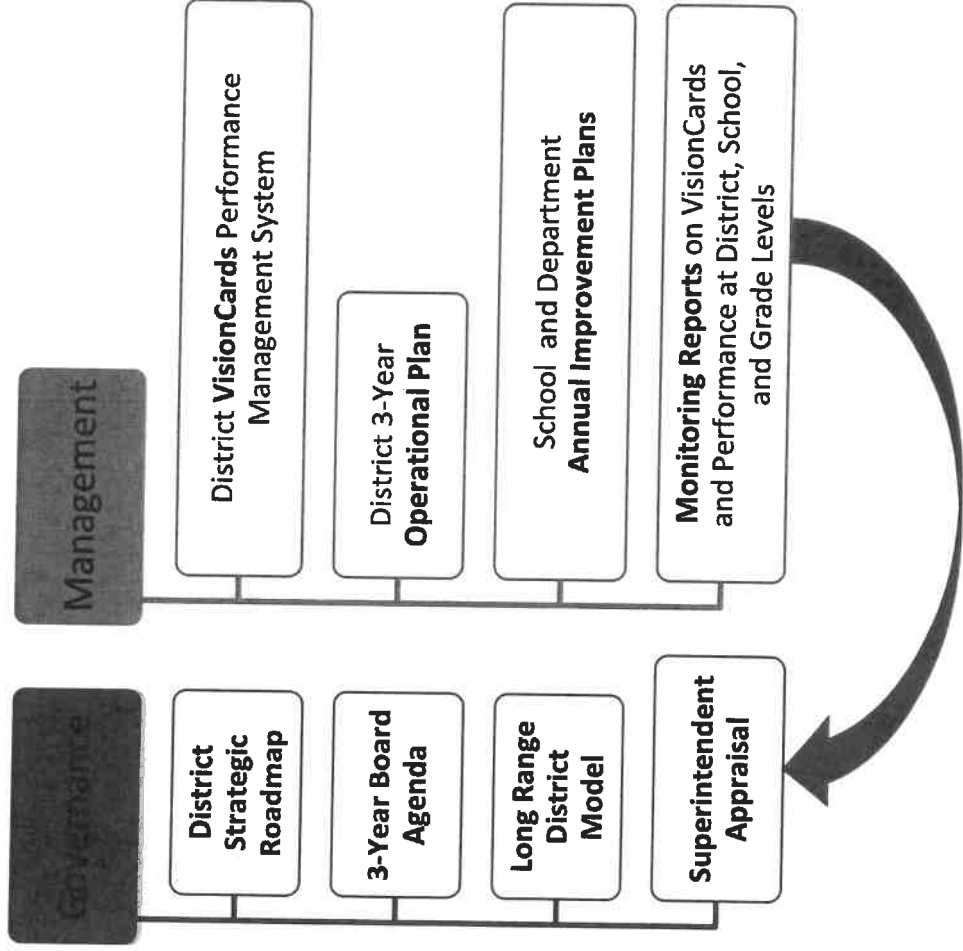
CLASSROOM TO BOARDROOM COMPREHENSIVE STRATEGIC PLANNING PROCESS KEY DELIVERABLES

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



CLASSROOM TO BOARDROOM
COMPREHENSIVE STRATEGIC PLANNING PROCESS KEY ELEMENTS AND OWNERSHIP

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



CLASSROOM TO BOARDROOM SESSION OUTLINE

Session / Topic	Purpose / Outcome	Who	When / Where	Notes
A. Design	Shared design development session	Leadership Team	October 29 2-4pm UHG 108 February 15, 2022	Develop timelines, detailed plan, planning team and others for SW and ES 1 TWI consultant
B. Storywall and Lifecycle Session	Three-hour session <ul style="list-style-type: none"> • Introduction and Storywall Development • Identify and honor the District's history • Identify the events and trends that have shaped the District's development dating back to the longest-serving staff member in the room. 	Strategic Planning Team + Other community and staff members	April 27 4-7pm	Report of meeting, illustrated/document District Storywall 2 TWI consultants
C. Environmental Scan	Three-hour session – Environmental Scan and Insights for Desired Daily Experience: <ul style="list-style-type: none"> • Provides a baseline for the current reality of the school district as to what is well established, what is ebbing, what is emerging and what is on the edge of consideration and development. • This process applies a Whole System View in the analysis. 	Strategic Planning Team + Other community and staff members	May 5 4-7pm	Report of meeting, Environmental Scan 2 TWI consultants
D. Engagement about Desired Daily Experience (DDE)	School and Community-based Stakeholder Engagement Affinity-based facilitated stakeholder sessions ensuring representation of demographics of district: <ul style="list-style-type: none"> • Desired experiences of students (up to 8 sessions) • Desired experiences of parents/families (up to 7 sessions) • Desired experiences of staff (up to 4 sessions) • Community engagement (up to 4 sessions) 	Affinity-based stakeholder sessions	April/May 2022	Reports of input from sessions 2 TWI consultants

Session / Topic	Purpose / Outcome	Who	When / Where	Notes
E. Desired Daily Experience (DDE) - Draft and Revised Strategic Directives document	Three-hour session to: <ul style="list-style-type: none"> Develop DDE of the desired daily experience for students, staff and families that serves as a clear vision for the strategic plan. Revised strategic directives based upon feedback from board and superintendents 	Strategic Planning Team	May 18 4-7pm	Report of meeting outcomes and development of draft Theory of Action and refined draft DDE document 2 TWI consultants
F. Engagement about Desired Daily Experience (DDE)	Feedback survey of students (grades TBD), families, and staff ensuring representation of demographics of district.	Survey	September 2022	Report with thematic analysis of survey results TWI consultants
G. Classroom to Boardroom Process update	One-hour session with school board <ul style="list-style-type: none"> Update on StoryWall and Environmental Scan sessions Report on DDE with engagement and feedback 	School Board	September 2022	StoryWall and Environmental Scan Reports Draft Desired Daily Experiences TWI consultants
H. School and Department Data Needs and Analysis	Three-hour session to: <ul style="list-style-type: none"> Assess current reality of classrooms and student engagement within schools Assessment of the quality and description of the value proposition for district departments 	Strategic Planning Team + Building Leadership Teams + Department Leadership CIT Teams	Summer 2022 or fall 2022 - either works depending on practice and schedules	Report of meeting, with data needs and analysis 2 TWI consultants
I. Classroom Theory of Action and DDE	Three-hour session on: <ul style="list-style-type: none"> DDE Input/Draft/Refine DRAFT of a District Classroom Theory of Action Development of District's Key Strengths and Needs 	Strategic Planning Team		Report of meeting outcomes and development 2 TWI consultants

Session / Topic	Purpose / Outcome	Who	When / Where	Notes
J. District VisionCard	Three-hour session on <ul style="list-style-type: none"> • District VisionCard - Develop a one-page document detailing the key measures and metrics for successful implementation of the DDE and what attainment of Vision looks like in numbers. • District 3 Year Operational Plan of the key district initiatives and school / department projects needed for continuous improvement organized into specific Strategic Directions through 2022 – 2025 school year. • Reflection and refinement of Theory of Action and DDE Key messages and preparation for community feedback	Strategic Planning Team	October 2022	Report of meeting outcomes and development 2 TWI consultants
K. District 3 Year Operational Plan	Three-hour session on <ul style="list-style-type: none"> • District 3 Year Operational Plan of the key district initiatives and school / department projects needed for continuous improvement organized into specific Strategic Directions through 2022 – 2025 school year. • Reflection and refinement of Theory of Action and DDE • Key messages and preparation for community feedback 	Strategic Planning Team	October 2022	Report of meeting outcomes and development 2 TWI consultants
L. Classroom to Boardroom Process update	One-hour session with school board <ul style="list-style-type: none"> • Review of school and department data • Review of revised DDE • Review of TOA, VisionCard • Overview of draft Operational Plan • Report on DDE with engagement and feedback 	School Board	October 2022	School and Department Data Report DDE and TOA report VisionCard report Draft Operational Plan <i>TWI consultant</i>
M. District VisionCard, District 3 Year Operational Plan,	3-hour session <ul style="list-style-type: none"> • Final draft of District VisionCard • Final draft of District 3 Year Operational Plan • Key messages 	Strategic Planning Team	November 2022	2 TWI consultants

Session / Topic	Purpose / Outcome	Who	When / Where	Notes
N. Strategic Roadmap Session - Draft	Three-hour session <ul style="list-style-type: none"> Develop/refine the District Mission, Core Values, and Vision, with the Strategic Directions of the Operational Plan organized on one page 	School Board Cabinet	November 2022	Board work session Report of meeting outcomes and development 2 TWI consultants
O. Strategic Roadmap Final	One to three-hour session <ul style="list-style-type: none"> Refine Strategic Roadmap based upon community & staff feedback prior to board action 	School Board Cabinet	December 2022	Board work session Report of meeting outcomes and development 2 TWI consultants
P. School Board 3 Year Work Plan	Three-hour session <ul style="list-style-type: none"> Develop the details of the key work of the Board of education in parallel to the District 3 Year Operational Plan, such as 1) District policy development, 2) Operational Oversight and Long-Range Planning, 3) Board Self-Governance and Development, 4) Superintendent Relations and Development, and 5) Public Engagement. 	School Board Cabinet	January 2023	Report of meeting outcomes and development 2 TWI consultants
Q. School Board Structures, Practices & Governance Session	Three-hour session <ul style="list-style-type: none"> Assessment and refinement of Board structures of meetings, workflow, and committees to best implement its 3 Year Work Plan and operate as a governing board 	School Board Cabinet	January 2023	Report of meeting outcomes and development 2 TWI consultants

SCHOOL ANALYTIC SERVICES (SAS)

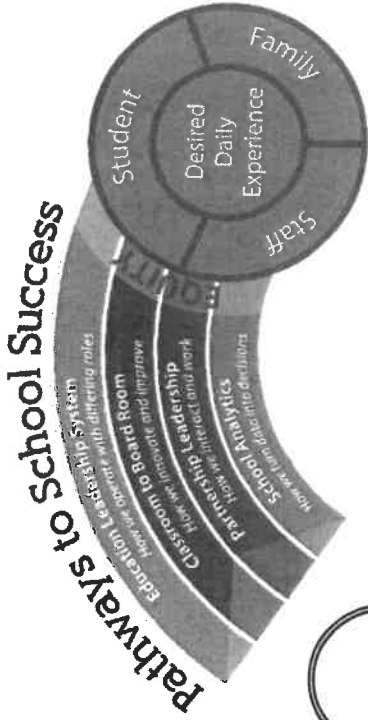
SAS provides comprehensive data analytics around enrollment, projections, developments, and other key data points to assist in gaining a better understanding of enrollment trends and influences. More specifically, SAS allows the district to develop a deeper, more comprehensive understanding of certain enrollment-specific dynamics that may include:

1. Overall historical, current & projected demographic trends
2. Historical enrollment trends and retention rates
3. Market share analysis
4. Residential Births within the district
5. U.S. Census Data
6. District student achievement data
7. District facility utilization
8. District facility development, specialized program development, and attendance boundary modeling
9. Covid-19 resource limitations, high risk factors, and case data

School Analytics Services

One of our unique and proven Pathways to School Success

TeamWorks International School Analytics Services is a customized, integrated approach to data, analysis, and presentation unlike any other in the education marketplace. You have secure, 24/7 access to a customized and dynamic services suite that provides for the ability to see, interpret, research, and present from an array of purchased data integrated with confidential district data.



Each tier can be enhanced with TeamWorks International highly qualified and experienced Consultant Services to support the translation of data toward strategic and informed decision making.

School Analytics Services Data Sets include, but not limited to:

- Geospatial system of your school district boundaries, buildings, attendance areas, programs, and open enrollment study area
- Demographics data sets inclusive of age, race/ethnicity, live birth, gender, housing stock and value, housing development and sales, median household income, education, transportation, employment, medical insurance, internet connectivity, and more
- Integrated, confidential student data sets chosen by the district inclusive of address, age, race/ethnicity, home language, FRL / ELL / SP ED status and level, formative and summative learning data, attendance, discipline, and more
- Local community and education market data sets inclusive of historical neighborhoods and landmarks, government schools and surrounding districts, independent schools, district facilities design/maximum capacity, voting records, land use data and long-range planning, and more.



Smart engineering of

roofs, walls, windows,

pavements

and waterproofing

April 7, 2022

Mr. David Spooner, Facilities Manager
Duluth Public Schools, ISD #709
215 North First Avenue East
Duluth, Minnesota 55802

RE: Additional Services Proposal
Clock Tower Restoration and Spire Replacement
Denfeld High School
Duluth, Minnesota
Inspec Project No.: 215265

Dear Mr. Spooner:

We are grateful to have been given the opportunity to submit this proposal for additional services. This proposal becomes part of, and is in addition to, the authorized Inspec Proposals dated June 2, 2021 (Visual Evaluation of the Clock Tower Exterior) and September 1, 2021 (Visual Observation of Spire Removal and Parapet Repairs).

A. DEFINITIONS

1. Inspec: INSPEC, INC., Engineers/Architects
2. Client: Duluth Public Schools, ISD #709

B. ADDITIONAL PROJECT INFORMATION

1. Additional Context

Inspec's previous services revealed the need to provide a comprehensive re-design of the masonry repairs, the spire replacement, the re-roofing system, and the swing stage approach needed for exterior masonry repairs.

2. Additional Construction Scope

This Additional Service proposal is limited to the following construction scope:

- a. Fabricate new spire on ground at site, or at remote site as determined by contractor.
- b. Install new fall arrest line anchored to existing structure at top of existing interior ladder.
- c. Remove existing temporary insulation and roofing.
- d. Install temporary removeable watertight cover over existing hatch.
- e. Install secondary roof membrane and temporary protection directly on concrete roof deck.
- f. Install primary and overflow interior drains after GPR determines exact locations.
- g. Install temporary swing stage on tower roof and platform on lower roofs at base of tower.

5801 Duluth Street
Minneapolis, MN 55422
Ph. 763-546-3434
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

Rochester

www.inspec.com

- h. Perform all masonry repairs at all four elevations using temporary swing stage.
- i. Install new metal landing 7 feet below underside of existing roof deck.
- j. Remove all temporary swing stage equipment.
- k. Install new roof opening and sliding hatch at new location and new short ladder from landing to new hatch.
- l. Remove existing hatch concrete curb and infill opening.
- m. Install parapet bracing at all four parapets.
- n. Preconstructed spire craned up to roof and anchored.
- o. Permanent fall protection line attached to four spire supports.
- p. Flash around spire supports, parapet bracing, and new roof hatch curb. Tie into secondary roofing.
- q. Install primary roofing and tapered insulation. Flash around roof penetrations. Install walkway pads.
- r. Bird / bat prevention netting installation.

C. ADDITIONAL SERVICES

The following Additional Services will facilitate only the Additional Construction Scope discussed under B.2.

1. Design Phase Services

- a. **Review Existing Documentation:** Inspec will review all pertinent and available existing reports and construction documents as well as Inspec's previous services pertaining to this site.
- b. **Construction Documents:** Inspec will develop a thorough set of construction documents. The construction documents will include drawings and a project manual. Inspec will formally issue the construction documents to the Client for review and comment only once at the 95% (unsigned) level of development. However, informal communication and coordination exchanges between Inspec, Inspec's consultants, and the Client will be ongoing during the entire design process.
- c. **Pricing:** Inspec will assist the Client with the collection of all contractor's construction costs.
- d. **Meetings:** Inspec will conduct virtual meetings as needed.

2. Construction Phase Services

- a. **Pre-construction Meeting:** Inspec will attend a pre-construction meeting on the project site for the contractors and all other interested parties. This is especially critical on this project so that all parties understand the specialized construction sequencing that is required.
- b. **Review contractor submittals.**
- c. **Construction Observation:** Inspec shall conduct periodic construction observation at frequencies determined by Inspec based on the nature of the construction taking place. Inspec shall issue one written report with photos for each observation visit day.
- d. **Construction Progress Meetings:** Inspec will attend the contractor's progress meetings, only when they occur during an Inspec periodic visit.

e. Other Construction Administration Services: Inspec shall provide the following:

- 1) Reasonable construction document modifications.
- 2) Pay request review with recommendations.
- 3) Punch list preparation.
- 4) Closeout paperwork.

D. COMPENSATION – ADDITIONAL SERVICES

Hourly based on Inspec’s current Fee Schedule (attached).

E. COMPENSATION – ADDITIONAL REIMBURSABLES

1. Compensation for additional reimbursables is in addition to Additional Services Compensation and shall be the amount billed to Inspec times a factor of 1.10. Reimbursables required in order to execute Additional Services are limited to out-sourced services, consultants services, and mileage. Automobile mileage shall be based on our attached Fee Schedule.

F. REMARKS

This additional services proposal is valid for 30 days, after which time Inspec reserves the right to modify and resubmit.

This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

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

For Client

DocuSigned by:


 1AFAP2483495423...
 Signature

David Spooner

 Printed Name

Manager of Facilities

 Printed Title

DocuSigned by:

 EBBF2CAC8D044B2...
 Signature

Cathy Erickson

 Printed Name

CFO

 Printed Title

Duluth Public Schools

For Inspec


 Signature

David Campbell, AIA, RWC, GRP

 Printed Name

Vice President / Senior Architect

 Printed Title

INSPEC, INC.

ISD 709 - Duluth Public Schools Budget Code:
05 E 215 865 382 305 000

DC/dar
 cc: Dale Meierhofer (Inspec) Matt Bryan (Inspec)
 Enclosures: Fee Schedule



CHICAGO
MILWAUKEE
MINNEAPOLIS

FEE SCHEDULE

Valid November 1, 2021 – October 31, 2022

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

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Mickelson Consulting, 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 3/1/22 and shall remain in effect until 9/30/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Services performed by Mickelson Consulting include professional development training to school staff and district leaders on restorative practices throughout the course of March 2022 through September 2023.

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 \$ 21,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: 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 Laraine and Paul Mickelson, 2590 County Rd 139, Barnum, MN 55707.

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.

Maria Muelson  4/28/22
Contractor Signature SSN/Tax ID Number Date
Callie DeVriendt 4/28/22
Callie DeVriendt 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	740	499	303	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

Cathryn Elser 4-28-22
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of March , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Blair Powless , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 11, 2022 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 provide Social Studies lessons at the High School level to bring a better understanding of history from an Indigenous perspective. Concrete examples of concepts will come primarily from an Indigeous perspective on Indigenous history. These lessons are designed to empower and enlighten Indigenous and other students of color while simultaneously being informative and educational for all students. These lessons will also help meet the American Indian focused Minnesota State Standards in Social Studies.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$100.00 (One-hundred dollars) hourly for teaching lessons and \$75.00 (Seventy-five dollars) for planning meetings and \$ 3,500.00 (Three thousand five hundred) 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: Edey Washington, American Indian Ed. Coordinator and/or Nathan Smith, OEE Coordinator
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) Blair Powless 1030 West 3rd Street Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of

services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[Signature] _____ SSN/Tax ID Number [Redacted] Date 3/11/2022
 Contractor Signature

[Signature] _____ Date 3/11/2022
 Program Director

[Signature]
 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).

OEE →
 Fed. dept →

01	E	005	605	320	305	340
01 E 005 640 313 305 315				XXX	XXX	XXX

_____ OEE Activity Funds

_____ is a Memorandum of Understanding

[Signature] _____ Date 4/25/22
 CFO Superintendent of Schools / Board Chair

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 *May 1, 2022* and shall not extend beyond *May 31, 2022*, the contract not to exceed *21 days* and *4 hours per day*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$1,806.00* for the time worked with [REDACTED] while participating in school activities.

ISD 709 Calendar 2021-22 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER																					
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S															
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					8	9	10	15	16	17	18	19	20	21	12	13	14	15	16	17	18	19	20	21	22	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16		
					15	16	17	22	23	24	25	26	27	28	19	20	21	22	23	24	25	26	27	28	29	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
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					11	12	13	19	20	21	22	23	24	25	13	14	15	16	17	18	19	20	21	22	7	8	9	10	11	12	13	14	15	16	17	18	19					
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					24	25	26	31							25	26	27	28	29	30					29	30																

- 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**
- Elementary Schools:**
- No school for students: [icon] [icon] [icon]
 - Last day for students - June 9, 2022
 - 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

**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: _____

Date: _____

Duluth Public Schools

Signed: Jackie R. Ward Signed: Catharine Elson

Title: Asst. Director Sped Title: CFO

Date: 4/14/22 Date: 4/25/22

Budget Code

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

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

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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.

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The date of service will begin *April 1, 2022* and shall not extend beyond *April 30, 2022*, the contract not to exceed *15 days* and *4 hours per day*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$1,290.00* for the time worked with [REDACTED] while participating in school activities.

ISD 709 Calendar 2021-22 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S

**Contract for Services
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Residential Services Inc.**

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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.

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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.

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Services to be provided at school site(s)

Services to be provided in the student's home.

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Attn: Jackie Ward
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Duluth, MN 55802

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

Term

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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

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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: _____

Date: _____

Duluth Public Schools

Signed: Jackie Ward Signed: Cathryn Elson

Title: Asst. Director Sped Title: CFO

Date: 4/11/2022 Date: 4/25/22

Budget Code

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

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of April, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Northern Vocational Opportunities, 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: Services will be provided to [REDACTED] on Wednesday's from 9:00 AM – 3:00 PM through the end of the school year.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 27, 2022 and shall remain in effect until June 8, 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.** *Employment Exploration Services, Day Support Services.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$120.00 hourly for support services and \$41.48 daily for transportation, \$5,330.36 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: Brenda Vieths, 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) Northern Vocational Opportunities, Attn: Teresa Eaton, 707 Hwy 33S, Suite 8, Cloquet, MN 55783.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature _____ SSN/Tax ID Number _____ Date _____
Jackie R. Ward _____ 4/14/22
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:

X 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	416	740	394	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

Barthom Elso _____ 4/25/22
CFO / Superintendent of Schools / Board Chair Date _____

**State of Minnesota Department of Human Services
Shared Services Agreement/Income Contract**

This Shared Services Agreement/Income Contract, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, Direct Care and Treatment (DCT) [Northern Vocational Opportunities] ("STATE"), and [Duluth Public School, ISD 709], an independent contractor, not an employee of the State of Minnesota, address [707 Hwy 33 South Suite 8 Cloquet MN 55720] ("CONTRACTOR").

Recitals

- A. STATE, pursuant to Minnesota Statutes, section 246.57, may enter into agreements for the participation in shared services that would be mutually beneficial to the Parties and the public.
- B. STATE is a Day Training & Habilitation (DT&H) facility under the general management and control of the Commissioner of Human Services pursuant to Minnesota Statutes, section 256B.092.
- C. CONTRACTOR requires [Services will be provided to Nnaemeka Igwe on Wednesday's from 9:00AM-3:00PM through the end of the school year.].
- D. STATE is able and willing to provide the services set forth in the Agreement.

THEREFORE, the Parties agree as follows:

Contract Agreement

1. Term of Contract.

- 1.1 **Effective Date.** The Effective Date of this Contract is [April 27th 2022], or the date that STATE obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2, whichever is later. Work must not begin under this Contract until this Contract is fully executed.
- 1.2 **Expiration Date.** The Expiration Date of this Contract is [June 8, 2022], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

- 1.3 Survival of Terms. The following clauses survive the expiration or cancellation, or termination of this Contract: 6. Information Privacy and Security; 7. Intellectual Property Rights; 8. Liability; 10. Audit Requirements and Contractor Debarment Information; 11. Data Disclosure; and 15. Governing Law, Jurisdiction and Venue.

2. State's Duties.

2.1 Scope of Work. STATE shall:

- A. Employment Exploration and Day Treatment Services for Nnaemeka Igwe on Wednesday's from 9:00 AM to 3:00 PM.

3. Contractor's Duties.

3.1 Scope of Work. CONTRACTOR shall:

- A.
B.
C.

- 3.2 Compliance. Contractor shall comply with all The Joint Commission (JC), Centers for Medicare and Medicaid Services (CMS), the Minnesota Department of Health and other Federal and State regulatory requirements, including required documentation.

- 3.3 Performance Measures. The Department of Human Services (DHS), Direct Care and Treatment (DCT) shall assess performance on the contract on a yearly basis to ensure expectations have been met and services have been rendered in a quality, satisfactory manner. Performance issues that arise during the term of the contract will be addressed jointly and immediately by the parties.

- 3.4 Compensation. CONTRACTOR shall pay STATE in accordance with the rates and terms set forth in Clause 4 "Consideration and Terms of Payment" of this Contract.

4. Consideration and Terms of Payment.

- 4.1 Consideration. Consideration for all services performed and goods or materials supplied by STATE pursuant to this Contract shall be paid by CONTRACTOR as follows:

Service	Rate
[Day Support Services]	[120.00 hourly]
[Transportation]	[\$41.48 daily]

Service	Rate
[Not to Exceed]	[\$5,330.36]

- 4.2 Change in Rate. If during the term of this Agreement, federal or state law, regulation, rule or bulletin of the STATE, approves a rate increase, requires a rate decrease or makes any other changes to the reimbursement rates for any service included in this agreement, the new rate shall be in effect under this Contract and identified through an amendment.
- 4.3 Change in Duties. If STATE is asked to perform services other than the ones set forth in Clause 2 "State's Duties", the new or additional services and a mutually agreeable adjustment in compensation must be established in writing pursuant to Clause 16.2 "Amendments" before such services are performed.
- 4.4 Terms of Payment. Payment shall be made by CONTRACTOR to STATE within 30 days after STATE has presented CONTRACTOR with invoices for services performed or goods or materials produced. STATE will present invoices to CONTRACTOR every 30 days.

5. Authorized Representatives.

- 5.1 State. The STATE's authorized representative for purposes of this Contract is [Teresa Eaton, 218-655-8910 Teresa.a.eaton@state.mn.us], or their successor.
- 5.2 Contractor. The CONTRACTOR's authorized representative for purposes of this Contract is [Brenda Vieths, 218-336-8740 ext 1101 Brenda.vieths@isd709.org], or their successor.
- 5.3 Responsibility. Each authorized representative shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this Contract.

6. Information Privacy and Security.

A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to CONTRACTOR under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.

B. It is expressly agreed that CONTRACTOR will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, CONTRACTOR is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Contract. Therefore, CONTRACTOR is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Contract. If CONTRACTOR has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Contract, CONTRACTOR will be responsible for its own compliance.

C. Notwithstanding paragraph A and B, in its capacity as CONTRACTOR under this Contract, CONTRACTOR must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. CONTRACTOR will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, ch. 13, by either the CONTRACTOR or the STATE.

D. In its capacity as CONTRACTOR under this contract, CONTRACTOR is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.

E. If the CONTRACTOR receives a request to release data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing its duties under this Contract, CONTRACTOR must immediately notify and consult with the STATE’s Authorized Representative as to how the CONTRACTOR should respond to the request.

F. Under this Contract, CONTRACTOR will be performing the functions of a government entity including, but are not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.

G. CONTRACTOR’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5, to establish appropriate security safeguards for all records containing data on individuals.

H. CONTRACTOR must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR in performing its duties under this Contract.

7. Intellectual Property Rights.

7.1 Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the CONTRACTOR, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the CONTRACTOR, its employees, agents, or subcontractors, in the performance of this Contract.

7.2 Use of Works and Documents. CONTRACTOR owns any Works or Documents developed by the CONTRACTOR in the performance of this Contract. The STATE and the U.S. Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

8. Liability.

Each party shall be responsible for claims, losses and damages which are caused by acts or omissions of that party. The liability of STATE is as set out in Minnesota Statutes, section 3.736 and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or it may have or so construed as to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this Contract.

9. Publicity and Endorsement.

9.1 Publicity. Any publicity regarding the subject matter of this Contract 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 CONTRACTOR or its employees individually or jointly with others or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

9.2 Endorsement. The CONTRACTOR must not claim that the STATE endorses its products or services.

10. Audit Requirements and Contractor Debarment Information.

10.1 State Audits. Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the CONTRACTOR and its employees, agents, or subcontractors relevant to this Contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Contract.

10.2 Debarment. CONTRACTOR certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. CONTRACTOR'S certification is a material representation upon which the contract award was based. CONTRACTOR shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

11. Data Disclosure.

Consistent with Minnesota Statutes, sections 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, the CONTRACTOR consents to disclosure of its social security number, federal employer

tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies and state personnel involved in the approval and 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 CONTRACTOR to file state tax returns, pay delinquent state tax liabilities, or pay other state liabilities, if any. **This Contract will not be approved unless these numbers are provided.**

12. Prohibition on Weapons.

CONTRACTOR agrees to comply with all terms of the Department of Human Services' policy prohibiting carrying or possessing weapons wherever and whenever the CONTRACTOR is performing services within the scope of this Contract. This policy, which is located at the business location of the STATE and is available to CONTRACTOR upon request, is incorporated by reference into this Contract. Any violations of this policy by CONTRACTOR or CONTRACTOR'S employees may be grounds for immediate suspension or termination of the contract.

13. Severability.

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

14. Cancellation and Termination.

14.1 Cancellation. This Contract may be canceled by the STATE, Minnesota Commissioner of Administration, or CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other Parties. In the event of such a cancellation, STATE will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

14.2 Breach. Notwithstanding clause 14.1, upon either Party's knowledge of a curable material breach of this Agreement by the breaching Party, the non-breaching Party shall provide the breaching Party written notice of the breach and ten (10) days to cure the breach. If the breaching Party does not cure the breach within the time allowed, the breaching Party will be in default of this agreement and non-breaching Party may cancel the contract immediately thereafter. If breaching Party has breached a material term of this Agreement and cure is not possible, the non-breaching Party may immediately terminate this Agreement.

15. Governing Law, Jurisdiction and Venue.

Minnesota law, without regard to its choice of law provisions, governs this Contract and amendments and supplements thereto. Venue for all legal proceedings arising out of this Contract, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Assignment, Amendments, Waiver, and Contract Complete.

16.1 Assignment. Neither STATE nor CONTRACTOR shall assign or transfer any rights or obligations under this Contract without the prior consent of the Party and a fully executed Assignment

Agreement, approved by the same parties who executed and approved this Contract, or their successors in office.

- 16.2 Amendments. Any amendment to this 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 contract, or their successors in office.
- 16.3 Waiver. If the STATE fails to enforce any provision of this Contract, that failure does not waive the provision or STATE'S right to enforce it.
- 16.4 Contract Complete. This Contract contains all negotiations and agreements between the STATE and the CONTRACTOR. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

(Signature Page Follows).

By signing below, the parties agree to the terms and conditions contained in this Contract.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of the CONTRACTOR as required by applicable articles, by-laws resolutions or ordinances.

By: Jackie L Ward
Title: Asst. Director of Sped
Date: 4-27-22

By: Nathan Elson
Title: CFO
Date: 5/5/22

2. STATE AGENCY:

By (with delegated authority):
Title:
Date:

3. COMMISSIONER OF ADMINISTRATION:

By (authorized signature):
Date:

Distribution

Agency- Original (fully executed) contract
Dept. of Administration
Contractor
State Authorized Representative

UNIVERSITY OF MINNESOTA

NINTH AMENDMENT TO USE AND SERVICES AGREEMENT

THIS NINTH AMENDMENT TO USE AND SERVICES AGREEMENT (the “**Amendment**”) is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the “**University**”), and Duluth Public Schools ISD 709, a Minnesota public school district (“**Licensee**”).

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, a Sixth Amendment dated March 19, 2020, a Seventh Amendment dated August 31, 2020, and an Eighth Amendment dated March 18, 2021 (the “**Agreement**”), providing for Licensee’s use of the Robert F. Pierce Speech-Language-Hearing Clinic (the “**Clinic**”) on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee’s clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2022 and ending June 30, 2023, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee’s clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee’s request to renew.
4. The License Fee for the annual renewal beginning July 1, 2022 will be ~~\$334.81~~ per month and the Calibration Fee will be ~~\$292.06~~ per month. The Fee for Secretarial Services will be ~~\$590.20~~ per month. All other fees remain unchanged.
5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.
6. Licensee’s use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors

policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University's Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic's visitor policy.

7. Due to the need for additional personal protective equipment (PPE) and cleaning supplies, in addition to the Fees specified in the Agreement, Licensee shall pay a fee of \$30.00 per month (the "PPE Fee," which shall be deemed to be one of the Fees for all purposes under the Agreement). PPE will be provided to Licensee on an "as available" basis, and Licensee acknowledges that there may be shortages. Licensee may provide its own PPE in the event of a shortage.

8. Licensee shall ensure that Licensee's employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, including without limitation those related to self-monitoring and social distancing. Such guidelines include, for example, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

9. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An "Uncontrollable Event" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.

10. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

11. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By:

By:



Name: Leslie Krueger

Name: Catherine Erickson

Title: AVP of Planning, Space and Real Estate

Title: CFO

Date:

Date:

4/25/22

Budget Code: 01 E 005 400 000 370 000

AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of April, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Leanna Hudson, 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 July 1, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.

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 \$32 hourly and \$ 22,000 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Katie Danielson, 11 E Superior St, Suite 450, 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 15 45 Torgenson Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

ReAnna Hudson [Redacted] 4-26-22
 Contractor Signature SSN/Tax ID Number Date

Dawn Sheldon 4-26-22
 Program Director Signature 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	.216	401	303	637
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

Anthony Pa... 4/27/22
 CFO / Superintendent of Schools / Board Chair Date
cust. sup.

Catherine Erickson 5/5/22
 Catherine Erickson, CFO

VIRTUAL TRAINING AGREEMENT

This Agreement (the "Agreement") is entered into as of 05/02/2022, by and between The Modern Classrooms Project ("TMCP"), a nonprofit corporation organized under the laws of the District of Columbia, located at 15 14th St SE, Washington, DC 20003, and Duluth Public Schools ("Sponsor"), located at 4316 Rice Lake Rd Suite 108, Duluth, MN 55811.

WHEREAS, Sponsor wishes that TMCP provide certain services and TMCP's performance of such services are of mutual interest and benefit to the TMCP and Sponsor; and WHEREAS, TMCP's performance of services hereunder will further its educational objectives in a manner consistent with its status as a non-profit, tax-exempt, charitable institution;

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions and any sums to be paid, the parties hereto agree as follows:

1. Scope of Work

TMCP will provide Sponsor **80 full subscriptions to TMCP's online Mentorship Program**, to be used by educator(s) selected by Sponsor. For each subscription, each participant shall receive:

- ❖ Full access to TMCP's premium online course for Duluth Public Schools educator(s).
- ❖ Virtual coaching and detailed feedback from one of TMCP's expert mentors.
- ❖ Eligibility for CEUs/graduate credits upon completion. *(additional fees required)*

TMCP will further provide Mentee Management & Support, such that Sponsor receives:

- ❖ A launch webinar which introduces the Virtual Mentorship Program to educator(s).
- ❖ Office Hours for Duluth Public Schools educator(s).
- ❖ Data tracking and updates on teachers' progress through the Program.

The cost of each subscription is \$500 ("Mentorship Fee"). In total, 80 subscriptions will cost \$40,000.

2. Payment

- a) In consideration of TMCP performing the Scope of Work, Sponsor shall pay TMCP all Mentorship Fees within one month of participants' enrollment in the Mentorship Program.

TMCP shall submit to Sponsor a single invoice for all Fees, for a total of \$40,000. That invoice shall be numbered DULUTH-1.

- b) All payments made hereunder shall include the invoice number and be made by check to:

The Modern Classrooms Project
15 14th St SE
Washington, DC 20003

3. Refunds and Subscription Transfers

TMCP considers each subscription to its Mentorship Program to be used as soon as the educator using that subscription submits their first assignment through the course platform. After this point, that subscription may no longer be transferred or refunded.

If for some reason one or more of Sponsor's subscriptions is not used, Sponsor may:

- (a) request a refund, within ninety (90) days of 06/13/2022, or
- (b) transfer that subscription, free of charge, to another of Sponsor's educators. The subscription must be used prior to 06/30/2023; otherwise, it becomes null and void.

Upon request and at any given point during the contract, TMCP shall promptly provide Sponsor with updates about the number of Mentorship Program subscriptions that have been used to date, as well as the options for subscriptions that have not yet been used.

4. Independent Contractors

The relationship of Sponsor to TMCP shall be that of an Independent Contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer, or joint venture. Sponsor shall not permit any of its officers, directors, agents, employees, representatives, contractors, successors, assigns, or anyone acting on their behalf to represent or hold out itself or themselves as employees, agents, or representatives of TMCP or as authorized to make any commitment to incur any obligation on behalf of TMCP. Duluth Public Schools reserves the right to monitor and evaluate services under this contract.

5. Intellectual Property

- a) Sponsor understands and acknowledges that TMCP, through its employees, has knowledge, experience and expertise in performing work and analysis of the type to be provided under this Agreement, which has been acquired over a substantial number of years prior to entering into this Agreement ("TMCP Background Intellectual Property"). TMCP shall retain all rights to such TMCP Background Intellectual Property. Nothing in this Agreement shall confer any right to Sponsor to acquire by assignment or license, exclusive ownership or use of TMCP Background Intellectual Property.
- b) Copyright in materials created for the performance of the Scope of Work ("Deliverables") shall vest in TMCP.

- c) TMCP hereby grants to Sponsor an irrevocable, royalty-free, nonexclusive license to use any such copyright to the Deliverables for non-commercial internal purposes.

6. Term and Termination

- a) Unless earlier terminated in accordance with subsection (b) of this Section, the term of this Agreement shall commence on 06/13/2022, and shall terminate on 06/30/2023. **After 06/30/2023, TMCP shall not be obligated to provide any support or training to Duluth Public Schools or its educator(s) under this agreement.**
- b) This Agreement may be terminated (i) for convenience by either party upon sixty (60) days written notice to the other party; or (ii) if either party materially breaches this Agreement, and the non-breaching party provides the breaching party with thirty (30) days advance written notice of termination, and such breach is not remedied within such thirty (30) day period.
- c) Upon written notice, TMCP shall proceed in an orderly fashion to limit or terminate any outstanding commitments and to conclude the work. All costs incurred by TMCP associated with termination shall be allowable including, without limitation, all unreimbursed or non-cancelable costs or commitments incurred or obligated and work performed prior to the effective date of termination, which shall include all appointment of staff prior to the effective date of termination.
- d) In the event of any early termination, TMCP shall submit a final financial report within sixty (60) days of the effective date of termination, accounting for all costs incurred and funds received.
- e) Neither party will be responsible for or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed party. Such causes include, but are not limited to, acts of God, acts of government, embargoes, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, hurricanes, fires, floods, or any other circumstances of like character. The party whose performance is delayed or prevented shall promptly provide to the other party written notice of the existence of and the reason for such non-performance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

7. Scope of Agreement

- a) This Agreement, including any exhibits, attachments, and documents referenced herein, which are incorporated into this Agreement, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other

party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

- b) No amendment, modification, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by an authorized representative of each party.

8. Governing Law

The laws of the District of Columbia, without giving effect to its choice of law provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be brought in the Superior Court of the District of Columbia. The parties agree that a final judgment in any such suit, action, or proceeding may be enforced in other jurisdictions as provided by law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

The Modern Classrooms Project

Duluth Public Schools

Signature: *Kareem Farah*

Signature: *Catherine Erickson*

Name: Kareem Farah

Name: *Catherine Erickson*

Title: CEO

Title: *CFO*

Date: 05/02/2022

Date: *5/5/22*

Budget Code:

01 E 005 640 155 304 000

Optional Letter of Support:

Modern Classrooms Project Program-Impact Research

This optional memorandum is not a binding contract, nor does it replace or constitute formal research approval. Instead, it expresses support for MCP's ongoing program-evaluation efforts, and will be helpful in the event that the Modern Classrooms Project seeks formal research approval at a later date.

As part of its ongoing efforts to measure its impacts and improve its programming, the Modern Classrooms Project seeks to collaborate with Duluth Public Schools as a partner in program evaluation. The data the Modern Classrooms Project seeks to collect may eventually include:

- **Student Questionnaires:** A validated online survey, which may be administered to both Modern Classroom (MC) and Comparison (C) students 2-3 times during the school year.
- **Teacher Surveys:** A validated online survey, which may be administered to both MC and C teachers 2-3 times during the school year.
- **Teacher Interviews:** 30-minute phone interviews which are parallel to the teacher survey items but permit more in-depth exploration of teachers' program experiences, activities, and reactions.
- **Student Test Scores:** Official assessments of student learning, for both MC and C students.
- **Student Attendance Records:** Official records of student attendance, for both MC and C students.
- **Student Demographics:** Relevant demographic information on both MC and C students.

As an incentive for study participation, and pending formal district approval, the Modern Classrooms Project may provide stipends to both MC and C teachers who complete the Teacher Survey and administer the Student Questionnaire.

In the event that The Modern Classrooms Project receives formal research approval at a later date, The Modern Classrooms Project will share the results of all program-impact research with school and district partners. All student and teacher data will remain anonymous, and The Modern Classrooms Project will seek appropriate parental consent as dictated by the partner's research and legal departments. To express your personal support for these research efforts, please review and sign the statement below.

I am eager to understand the impacts that The Modern Classrooms Project's work makes on teachers and students. I support this research effort and, in the event that The Modern Classrooms Project seeks formal research approval, would be glad to speak further about my endorsement.

Name

Signature

Title

Date

Cathie Olson

5/5/22



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 3537287-2022-001-5
 DATE: APRIL 7, 2022

TO:
 Sally Weidt
 Duluth Independent School District
 215 N 1ST AVE E
 DULUTH, MN 55802

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Dan Schmidt	A22-3537287	June 1, 2022 – June 1, 2023	June 1, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license for 5,800 students, including: Grades K-8: 5,350 students Subjects: Math and ELA	\$82,925.00	\$82,925.00
1	SPED in grades 9-12: 450 students Subjects: Math and ELA	\$6,975.00	\$6,975.00
1	Professional Development: IXL Core PD Package <i>Unlimited instructor accounts included</i>	\$995.00	\$995.00
SUBTOTAL			\$90,895.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$90,895.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 3537287-2022-001-5. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT

CONTRACT #98924

April 20, 2022

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Sally Weidt
Duluth Independent School District
215 N 1ST AVE E
DULUTH, MN 55802

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Dan Schmidt	A22-3537287	3537287-2022-001-5	Jun 1, 2022 - Jun 1, 2023

PAYMENT PLAN

Amount	Invoice date
\$90,895	June 1, 2022
TOTAL	\$90,895

Price valid until June 1, 2022

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

Colleen E. Dooz

DATE

5/5/22

Budget Code 01E 005 605 171 406 000



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 5th day of May, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Cindy Upton

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Cindy Upton (the "Parties") entered into the contract (the "Contract") dated September 20, 2021, for the purpose of providing general leadership and technical support to reading and math interventionists district-wide (see attached position description).
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$5,000. This amendment would increase the not to exceed amount to \$6,800.

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.

<u>Cindy J. Upton</u>	<u>5247</u>	<u>5/9/22</u>
Contractor Signature	SSN or EIN	Date
<u>[Signature]</u>	<u>[Signature]</u>	<u>5.9.22</u>
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:

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


01	E	005	203	155	143	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

<u>Colin Egan</u>	<u>5-9-22</u>
CFO/Superintendent of Schools/Board Chair	Date

Substitute / Hourly/ Temporary Employee Notice

1. Employee: Cindy Upton 005247		Address: 225 Sitka St. Duluth, MN 55811	
Phone Number: (218) 310-7794		Email Address: cjupton19@gmail.com	
Date Employment Began: 9/13/2021		School Year 2021-22*	
2. Legal name of employer: Duluth Public School, Independent School District 709		Administration Building address: 215 N 1 st Ave E, Duluth, MN 55802	
Phone number: 218-336-8700		Email address: humanresources@isd709.org	
3. *Employment status: * Employee is non-exempt (entitled to overtime, minimum wage, other protections under Minn. Stat. 177) Employment is contingent upon the school/department needs and funding. Nothing in this offer creates an express, direct, or implied contract nor does it guarantee a specific number of hours per week or a specific length of employment. Employment is at will and can end at any time at the District's discretion.			
4. Rate of Pay for Position(s) Employed for			
Other Position and Rate of Pay			
<input checked="" type="checkbox"/> Retiree to assist with T&L, provide intervention support/Hourly/\$32/hour up to 156 hours total			
Other Forms of Payment N/A			
Overtime is owed after: 40 total hours per work week (Sunday through Saturday)			
5. Leave benefits available: Not Eligible			
6. Deductions that may be made from employee's pay and amounts:			
<input checked="" type="checkbox"/> Payroll Taxes (Federal, State, Social Security, Medicare)		<input checked="" type="checkbox"/> Other Court or Legally required deductions	
<input type="checkbox"/> MN PERA Retirement (6.5 % of gross earnings)		<input type="checkbox"/> MN TRA Retirement (7.50 % of gross earnings)	
<input type="checkbox"/> MN BCA Criminal Background Check \$20 (one time)		<input checked="" type="checkbox"/> Other deductions you elect/authorize	
7. Number of days in the pay period: 10		Regularly scheduled payday: Friday (Biweekly)	
Pay Periods are biweekly Sunday through Saturday. There will be a two-week delay between the end of the pay period and pay day. Date employee will receive first payment of wages earned:			
8. Other information relevant to this position:			
District policies and handbooks are located on the district website: www.isd709.org			
District policies - https://www.isd709.org/district/policies			
Substitute Orientation and Handbook - https://www.isd709.org/departments/human-resources/job-opportunities/substitute-orientation			
Employee Handbook - https://www.isd709.org/departments/human-resources/resource-links			
I, the employee, have received a copy of this notice: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Employer signature	Date	Employee signature	Date
	9/21/21	x Cindy J. Upton	x 9/21/21

ENTERED

OCT 08 2021

Initial: CK

RECEIVED

SEP 21 2021

HUMAN RESOURCES

Intervention Support Specialist

Position Description

The Duluth Public Schools is seeking an intervention support specialist to provide leadership and technical support to reading and math interventionists district-wide. This is a contracted position for up to \$5,000 (\$32/hour, up to 156 hours). The intervention specialist will report to the Director of Assessment and Evaluation.

Essential Duties

- Provide general leadership and technical support to reading and math interventionists district-wide; serve as the interventionists' primary point of contact
- Provide professional development, coaching, and support to reading and math interventionists district-wide. Topics will include:
 - How to administer the district's identified interventions with fidelity
 - How to administer, interpret, and utilize screening, diagnostic, and progress monitoring assessments
 - How to record interventions in the district's student information management system
 - Other, as deemed necessary
- Conduct fidelity checks on the district's identified interventions
- Compile data on the fidelity of implementation of the district's identified interventions; provide recommendations for next steps
- Compile data on the fidelity of implementation of the district's identified assessments; provide recommendations for next steps
- Coordinate and lead monthly meetings with interventionists
- Onboard newly hired interventionists
- Other duties as assigned

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Burns Van Fleet, 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)*

The Contractor is hired to engage in interviews with identified staff for the purposes of conducting an analysis of leadership climate and culture. The district will reimburse for all travel, lodging and all other related expenses.

1. Dates of Service. This Agreement shall be deemed to be effective as of October 1, 2022 and shall remain in effect until June 30, 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.

A B/VF partner would be on-site in Duluth for five (5) or more days. During that time, he will conduct interviews with every principal and central office administrator who desires to participate. All seven board members will also have the opportunity to participate. All interviews are voluntary and anonymous. The report neither mentions nor quotes anyone directly. Obviously, no attempt is made to evaluate any individual. If desired, upon return from Duluth, the Consultants will review relevant documents, synthesize what was learned from the interviews, and thoughts from their own experiences to prepare the report. If desired, the report would then be sent to the Superintendent and his team for next steps.

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 \$15,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Superintendent's Office , 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: Burns/Van Fleet, 416 Hawthorne St, Houston, TX 77006.

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:

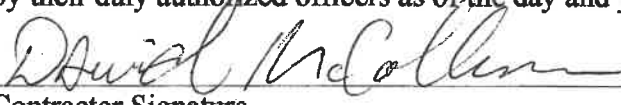
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 47-4341192 5/9/22
SSN/Tax ID Number Date

 Program Director Date

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

This contract is funded by either:

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

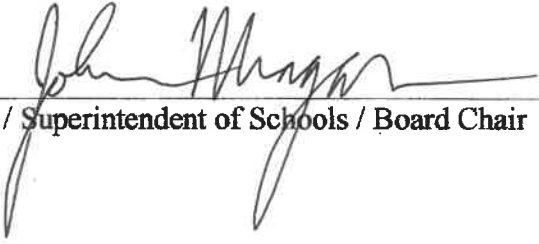
Please check the appropriate line below:

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

01	E	005	020	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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


 CFO / Superintendent of Schools / Board Chair 5/10/22
Date