



Physical Security Temporary Services Contract

This agreement is made and executed this 19th day of July, 2022, by and between Per Mar Security & Research Corp., an Iowa Corporation (hereinafter called "Per Mar") and Duluth School District #179 (hereinafter called "Client") for the period of minimum of 30 days. Whereas, Client maintains and operates a School in the City of Duluth, County of St. Louis County, State of MN.

Now, for the consideration set forth, the following is agreed by and between the parties:

1. That Client engages Per Mar to furnish Security Officer service at the Client location in 730 East Central Entrance, Duluth MN 55811 and associated address within School.
2. Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the protected property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time.
3. Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.
4. Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client's opinion, has displayed unacceptable conduct, as quickly as a qualified replacement is available.
5. All personnel required for the performance of this agreement shall be employees of Per Mar, and Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker's compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.
6. Client will pay Per Mar as set forth in the following schedule of billing rates. Per Mar's invoices are payable upon presentation to Client, without deduction or offset of any kind or nature whatsoever. Client agrees to pay Per Mar interest at one and one-half percent per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this or any other provision of this agreement, the costs, to include attorneys fees will be paid by the Client.

Position Hourly	Rate	Overtime & Holiday Rate
Security Officer	\$34.75 per hour	\$52.12 per hour

In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws. Per Mar shall invoice Client for services weekly.

7. It is understood and agreed by the parties hereto that Per Mar is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Client's premises shall be obtained by Client; that Per Mar is being paid for security services designed to augment Client's overall security program and that the amounts being charged by Per Mar are not sufficient to warrant against loss; and that Per Mar does not assume responsibilities for any losses which may occur unless due to Per Mar's sole negligence.
8. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof superseding all prior representations, understandings, discussions, negotiations, commitments, and agreements of any kind. The undersigned representatives have express authority to bind their companies with respect to all matters requiring approval or authorization of the above terms and conditions.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

DocuSigned by:
By: Randall Olson
A5A97C65C7434F5

Name: Randall Olson

Title: G/M

PMS8536 Rev 01/29/2013

ISD #179
4316 Rice Lake Road
Duluth, MN 55811

DocuSigned by:
By: John Magas
BC3FA7AD6E8C40F

Name: John Magas

Title: Superintendent



Date: 7/19/2022

Date: 7/19/2022

DocuSigned by:
David Spooner
1AF2483485423...
Manager of Facilities
7/19/2022

July 11, 2022

VelocityEHS
Attn: Nicole Zancani
222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654

RE: QUOTE #Q-145730 – On-Site Chemical Inventory - District-Wide

Dear Ms. Zancani:

Attached please find a copy of the agreement between ISD #709 and VelocityEHS for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by July 12, 2022:

- **Agreement**

Provide the following by July 12, 2022 (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy) - **RECEIVED July 11, 2022 - EXP 12/12/2022**
- **Please note the change of address for ISD 709:**

4316 Rice Lake Road, Suite 108
Duluth, MN 55811

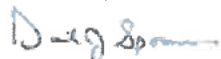
Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

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

If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

AGREEMENT

THIS AGREEMENT made and entered into this 11th day of July, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **VelocityEHS**, 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 upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as defined in QUOTE # Q-145730 - On-Site Chemical Inventory for a lump sum of \$19,000.75 based on work scope details provided by ISD 709, and covers all related travel and administrative expenses as well as the estimated on-site labor hours needed (not to exceed 74 hours) to inventory approximately 1190 chemicals at 8 distinct locations. No additional charges will be incurred without prior approval from ISD 709 Facilities Management.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal Q-145730;
3. Contractor's Insurance Policy;
4. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for a lump sum of \$19,000.75. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to

Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to VelocityEHS, 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654.

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

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

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

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

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

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

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

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

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

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

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

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

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

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

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

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

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

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

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

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

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

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in

the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

75ED5E0B1CED483 N/A 7/12/2022

VelocityEHS SSN/Tax ID Number Date

DocuSigned by:

B6DDF2F28A8E40F 7/12/2022

Program Coordinator - Health & Safety Date

DocuSigned by:

1AFAF2483495423 7/12/2022

Program Director - Facilities Management 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).

05	E	005	865	352	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

EB8F2CAC8D64482 7/12/2022

CFO / Superintendent of Schools / Board Chair Date

DocuSigned by:

C67FF62E38904F8...

July 19, 2022

Horizon Commercial Pool Supply
Attn: Pat Penner
4444 Round Lake Road West
Arden Hills, MN 55112

RE: QUOTE #QUO601 – Lincoln Park MS Drain Cover Replacement

Dear Mr. Penner:

Attached please find a copy of the agreement between ISD #709 and Horizon Commercial Pool Supply for the above referenced project to be performed during either the 1st or 2nd week of August 2022, exact date to be determined once parts arrival time is determined. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **July 20, 2022**:

- **Agreement**

Provide the following by **July 20, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- Please note the change of address for ISD 709:

4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner
Manager of Facilities

DJS/lst



AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of July, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Horizon Commercial Pool Supply**, 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 19, 2022 and shall remain in effect until project completion, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **QUOTE #QUO601 - Lincoln Park MS Drain Cover Replacement**. This contract award is approximately \$2,782.50. The bulbs will be ordered and replaced at a future date. **Total Contract award amount is \$2,782.50 for the Drain Cover Replacement only.:**

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's **QUOTE #QUO601**;
3. Contractor's Insurance Policy;
4. Contractor's Affidavit; and
5. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations based upon the drain cover replacement as defined in QUOTE #QUO601. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel

involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 4316 Rice Lake Road, 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 Horizon Commercial Pool Supply, 4444 Round Lake Rd West, Arden Hills, MN 55112.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
John Magas	Superintendent

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

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

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

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

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

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

6EF7DD8R06BE41C 41-1743611 7/19/2022

 Horizon Commercial Pool Supply Signature SSN/Tax ID Number Date

DocuSigned by:

1AF2F2483495423... 7/19/2022

 Program Director Date

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

This contract is funded by either:

1. The following budget (include full 18 digit code); 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).

05	E	225	865	381	350	000


Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

B63FA7AD6E8640F... 7/19/2022

 CFO / **Superintendent of Schools** / Board Chair Date

DocuSigned by:

C67FF62E38904F6...



STATEMENT OF WORK

Project Name:	Duluth Public Schools-2022.06-Boardroom AV Install	Seller Representative:
Customer Name:	Duluth Independent School District No. 709 (MN)	Dave Donarski
CDW Affiliate:	CDW Government LLC	+1 (847) 465-6000
Subcontractor:	SVT	davedon@cdwg.com
Date:	June 13, 2022	Solution Architect:
Drafted By	Tony Rakittke	

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

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

PROJECT SCOPE

Provider will design and install a new divisible meeting space used for Board Meetings and multipurpose. Three rooms will be capable of being used "stand alone" or "combined". Each room will have access to (1) floor box HDMI input, (1) wall HDMI input, and (1) dedicated wireless presentation gateway that shall support app-based sharing supporting iOS and Chrome. When combined any input can be sent to any of the rooms four displays.

- A owner provided room PC will be available as an input to the system and intended to be used multipurpose use.
- Each room will have a wall mounted 10" touch panel for system controls.
- Six ceiling speakers will be installed in each room to provide clear and even sound re-enforcement and program audio playback.
- Room 1 shall have a 137" recessed ceiling projection screen with 8000 lumens laser projector for use when configured for Board meetings. On the side wall the room shall also feature a wall mounted 86" LED.
- Rooms 2 & 3 will each feature a wall mounted 86" LED.
- Two 86" wall mounted displays will be located in the hallway outside of the meeting space.
- Thirteen wireless table microphone bases with 15" goosenecks will be provided to be placed at each of the 12 board members seats, with the thirteenth residing at the the podium for public speakers.
- Two wireless microphone systems will be provided and configured for hand held and clip on bodypack with lapel.
- Wireless microphone shall come with a charging base capable of being put on the network for management.
- A Vaddio IP Shot camera system will be integrated and will support three ceiling mounted PTZ cameras that can be controls from the rooms touch panel. Cameras will be capable of being streamed to the internet (Facebook, YouTube, Other) as well as the capability of them to be tied in to the room PC for use with video conference applications.

- A custom control system shall be provided with an intuitive user interface. Along with the 10" panels in each room the system will be controllable remotely by way of Crestron X-Panel running in any web browser.
- Services shall include a full team of Project Management, Systems Engineer, Control System Programmer and Lead Technician. Our project process shall include a proper project kick-off call, and regular coordination calls. Installation will include methodical final testing and commissioning and shall not be considered complete until the customer has approved of the work and signed off on the project completion form.
- All existing AV equipment that shall be replaced will be removed and left in a TBD location onsite for customer to recycle.

PROJECT RESPONSIBILITIES

1. Customer is responsible for ensuring client furnished equipment is in good working order. Provider is not responsible for defective or malfunctioning equipment furnished by the customer. Additional time and material may be required to provide a working system.
2. Provider will be responsible for the physical connections of the video conference device to the display(s), microphone(s), audio equipment, presentation device(s), and network.
3. Provider will enter customer provided network settings/configuration to the AV endpoints. Service provider will provide a form for all required information to be completed by the customer prior to on-site installation.
4. The customer is responsible for providing required network connection at the AV endpoint.
5. The customer is responsible for providing required network setting/configuration/licensing for AV endpoint.
6. The customer is responsible for providing required back end configuration to support the AV endpoint.
7. If the customer provided settings or back end configuration is not ready or correct, it is assumed that the install portion is correct and will be completed by others when ready.

PROJECT ASSUMPTIONS

1. The labor described within this scope of work is considered non-union labor. Union, night-time, weekend, and holidays rates are available and based on geographic location and will incur additional costs that will be billed accordingly.
2. All labor to commence within standard day-time hours during the standard 5 business days of the week, Monday – Friday, 8:00am to 5:00pm local time, exclusive of holidays and weekends.
3. All customer provided equipment to be in good working order. If customer provided equipment is found to be defective a change order for additional material and labor may be required.
4. Service provider may require 6-8 weeks lead time from the signed SOW or PO before the onsite work would begin.
5. All working hours are estimated to take place during normal business hours Monday-Friday 7am-5pm.
6. If applicable, all network cables are to be active prior to arrival at site.
7. The customer is responsible for providing all necessary power and data connectivity unless otherwise detailed in above scope.
8. Customer is responsible for providing all low voltage conduit and pathways unless otherwise detailed in above scope.
9. Customer is responsible for any modifications to conference room tables or other furniture unless otherwise detailed in above scope.
10. Project pricing excludes all costs for permits, licensing, or any other fees required by the local Township, State, or Federal jurisdiction offices.
11. Project pricing is based on standard labor rates and does not reflect union, overtime, or prevailing wage requirements. If found that special pay rates are required a revision of SOW or a change order will be required.
12. Customer is responsible for secure storage for all delivered equipment leading up to and during the course of the installation.
13. Customer is responsible for a designated trash area for all refuse and packing materials.

14. Customer is responsible for any changes to the executed scope of work leading up to or during the installation process.

OUT OF SCOPE

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

1. Permits, licensing, or any other fees required by the local Township, State, or Federal offices.
2. Repair, troubleshooting, replacement of existing equipment.

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

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

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

PROJECT MANAGEMENT

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

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

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

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

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

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

Project Management

A Project Manager is assigned and provides the following:

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

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

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

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

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

PROJECT SCHEDULING

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

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

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

TOTAL FEES

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

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or

calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$75,000.00.

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

Table – Services Fees

Milestone	Percentage	Fee
Project Kick Off Call	30%	\$22,500.00
Completion of Work	70%	\$52,500.00
Totals	100%	\$75,000.00

EXPENSES

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

TRAVEL NOTICE

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

CUSTOMER-DESIGNATED LOCATIONS

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

SIGNATURES

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

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: _____ By: *Catherine Erickson*

Name: Services Contracts Manager Name: Catherine Erickson

Title: Services Contract Manager Title: CFO

Date: _____ Date: Jun 24, 2022

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

Mailing Address:
215 N 1ST AVE E, ACCTS PAYABLE
DULUTH, MN 55811-4012

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

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

Location(s)	Address
District Board Room	800 East Central Entrance, Duluth, MN 55811

SOLUTIONS AGREEMENT
(via Authorized Partner)

This Solutions Agreement (the "**Agreement**") is a legal agreement entered into by and between the Customer identified in the signature block below ("**Customer**") and Arctic Wolf Networks, Inc. ("**Arctic Wolf**") and governs any order forms, quotes, or other ordering document executed by the Customer ("**Order Form**") that reference this Agreement. An Order Form will be issued to Customer by an Arctic Wolf authorized partner ("**Authorized Partner**"). This Agreement is effective on the date last executed in the signature block below (the "**Effective Date**"). This Agreement permits Customer to purchase subscriptions to the Solutions, as defined below, identified in the Order Form from its Authorized Partner and sets forth the terms and conditions under which those Solutions will be delivered. The Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any Order Forms that reference this Agreement. If there is a conflict between the terms below, the Order Form, or the terms set forth in an URL referenced herein (such URL terms, the "**Terms**"), the documents will control in the following order: the Order Form, this Agreement, and the Terms. Any capitalized terms not otherwise defined herein will have the meaning set forth in the Solutions Terms.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Solutions. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific products and services (each a "**Solution**" or collectively, "**Solutions**") as specified in the applicable Order Form. For purposes of this Agreement, "**Affiliate**" means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with Arctic Wolf.

A Solution will be comprised of the following components:

	Managed Detection & Response Solution	Managed Risk Solution	Managed Security Awareness / Managed Security Awareness+ Solution
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time	N/A
Equipment	Virtual appliances or physical sensors	Virtual appliances or physical scanners	N/A
Content	N/A	N/A	Online access and download rights, if licensed by Customer, to Customer learning content and Content Compliance Pack within the Administrator Dashboard and/or Content Library
Content Management Hosting Environment	N/A	N/A	Access to and use of a cloud-based learning management tool (the "Administrator Dashboard") and metrics related to the use of the Content by Customer's users
Services	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and services provided by Security Services, all as described in the Solutions Terms (defined below)	Support, onboarding services, and Content modification services, all as described in the Solutions Terms (defined below)
Professional Services	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3	As agreed by the parties in accordance with Section 3
Platform	One (1) vSensor 100 series Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent 90-day Log Retention (unless another retention period is purchased by	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent	N/A

	Customer and set forth on an Order Form)		
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1.2 License Grant. The Solutions are provided on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**") for the one-time costs and subscription fees set forth therein (the "**Fees**"). Provided Customer is in compliance with the terms of this Agreement, including payment of Fees, Arctic Wolf grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive right and/or license during the Subscription Term, to the extent a component of the Solutions being licensed by Customer as set forth in Section 1.1 above, to:

- (i) Install, use and access the Software,
- (ii) Use the Equipment for purposes of the use of the Solutions,
- (iii) Obtain and use the Services in conjunction with Customer's use of the Solutions,
- (iv) Load Customer's users and associated information for delivery of Content and use of the Administrator Dashboard,
- (v) Access the Customer Portal and/or Administrator Dashboard, as applicable, subject to the Privacy Notice located at <https://arcticwolf.com/privacy-policy-for-customer-portal-users/>, as may be updated from time-to-time in accordance with Section 13 below (the "**Privacy Notice**"),
- (vi) Access and use the Platform features and functionality,
- (vii) Use Arctic Wolf Trademarks included in the Content in accordance with the Solutions Terms, and
- (viii) Distribute, display, transmit, and, if licensed by Customer, download certain Content in electronic format.

Customer may access and use the Solutions, and any Documentation associated therewith, solely for its own internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, or such other licensing metric designated in the applicable Order Form, and the Solutions Terms found at <https://arcticwolf.com/terms/solutionsterms/>, as may be updated from time to time by Arctic Wolf in accordance with Section 13 herein (the "**Solutions Terms**"). "**Documentation**" means user manuals, training materials, product descriptions and specifications, and other printed information relating to the Solution, as in effect and generally available from Arctic Wolf, but expressly excluding marketing and sales collateral and materials.

1.3 Future Functionality. Customer agrees that it has not relied on the promise of availability of any future functionality of the Solutions or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Solutions, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.4 Except as otherwise provided herein, Customer understands and agrees that the Authorized Partner may not modify this Agreement or make any commitments related to the delivery or performance of the Solutions on Arctic Wolf's behalf.

1.5 Beta Solutions.

1.5.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("Beta Solutions"). Customer may accept or decline any such trial in its sole discretion. Any Beta Solutions will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.5.2 Restrictions and Disclaimers. Beta Solutions are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Beta Solutions are not considered Solutions hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA SOLUTIONS. Arctic Wolf may discontinue the Beta Solutions at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Solutions will be made generally available.

1.5.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA SOLUTIONS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALY AVAILABLE VERSION OF THE BETA SOLUTIONS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA SOLUTIONS.

1.5.4 LIMITED LIABILITY. ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA SOLUTIONS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED \$50. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA SOLUTIONS.

1.5.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Solutions may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Solutions may not be available or reliable, and (c) Beta Solutions may not be subject to the same security or audits as the Solutions.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) specified by Arctic Wolf and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment is a part of the Solutions and included with the subscription to the Solutions for use by Customer during the Subscription Term. If Customer attempts to install or use the Equipment at a location other than the location determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Solutions may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer will promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other costs, damages, fees and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will

pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Professional Services. In the event Arctic Wolf and Customer agree on the delivery of Professional Services, any such Professional Services shall be specified on an Order Form and described in a statement of work which shall reference this Agreement.

4. Reservation of Rights and Ownership. Arctic Wolf owns or has the right to license the Solutions and any associated Documentation ("**Arctic Wolf Technology**"). Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology, excluding any rights, title, and interest in any Third Party Products (as defined in Section 10.3 below) which shall be retained by its third party licensor(s), any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Solution, excluding Professional Services, is licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein) in or to the Arctic Wolf Technology; and (e) the Solution is offered as an on-line, hosted solution, and Customer has no right to obtain a copy of the Software.

5. Restrictions, Responsibilities, and Prohibited Use.

5.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy or create derivative works of the Arctic Wolf Technology; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within Solutions, except to the extent expressly permitted by applicable law (and then only upon advance notice to Arctic Wolf); (iii) interfere with or disrupt the integrity or performance of the Solutions or the data and information contained therein or block or disrupt any use or enjoyment of the Solutions by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) unless Customer is an authorized MSP partner of Arctic Wolf, use the Solutions in connection with a service bureau, service provider or like activity whereby Customer operates or uses the Solutions for the benefit of a third party; (vii) use the Solutions to monitor or scan any environments for which Customer has not received consent; or (viii) with respect to Customer's subscription to the Managed Security Awareness Solution, include material or information that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person. Customer agrees to abide by the terms of the Acceptable Use Policy at <https://arcticwolf.com/terms/acceptable-user-policy/>, as may be updated from time-to-time in accordance with Section 13 below. If Arctic Wolf, in its reasonable discretion, determines that Customer's use of or access to the Solutions imposes an actual or imminent threat to the security or stability of Arctic Wolf's infrastructure or that Customer is abusing its use of the Solutions in contravention with the terms of this Agreement, Arctic Wolf may, in addition to any other right herein, temporarily suspend Customer's access to the Solutions until such activity is rectified. If commercially practicable, Arctic Wolf shall provide Customer with notice prior to any such suspension and shall work with Customer in good faith to reinstate the Solutions promptly.

5.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Solutions Customer subscribes to as set forth on an Order Form in accordance with the terms of this Agreement, as further described in the Solutions Terms. The Solutions provided under this Agreement shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during the Subscription Term.

5.3. Customer Responsibilities. Customer must identify the administrative users for its account which may include Customer's authorized (email authorization sufficient) third party service providers and agents ("**Administrators**"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for notifying Arctic Wolf about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that Administrators will be able to view all Solutions Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators. Notwithstanding anything contrary herein, Customer understands and agrees that transmission of Solutions Data to Arctic Wolf may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if the Solutions Data cannot be transmitted outside of such country. Customer understands and agrees that it will need to implement security controls to protect the Equipment and the data included therein. Customer, depending on the scope of the deployment, may be required to implement software and services to enable features of the Solutions. Customer acknowledges that any changes Customer makes to its infrastructure or the configuration of the Solutions after initial deployment may cause the Solutions to cease working or function improperly and that Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

5.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any U.S. or foreign laws or regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "**FCPA**"). Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or any representative of any public international organization, or any person acting in any official capacity for or on behalf of any

government, state-owned business or public organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of this Agreement; and each party agrees to immediately notify the other party should the foregoing change during the term of this Agreement. Each party represents and warrants that neither this Agreement nor the performance of or exercise of rights under this Agreement is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of this Agreement, in entering this Agreement and would not enter this Agreement in its absence).

5.5 Trade Controls. Customer understands that the Solutions may be subject to the export control, economic sanctions, customs, import, export and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, Customer's country of residence, and any other country or governmental body having jurisdiction over the parties to this Agreement ("Trade Controls"). Customer agrees not to export, re-export, provide, or transfer the Solutions outside of Customer's country of residence. Within Customer's country of residence, Customer shall ensure that the Solutions are not re-exported, provided or transferred to any person or entity listed on any restricted persons list issued by Canada or identified on the Bureau of Industry and Security's Denied Persons, Entity, or Unverified List or the Office of Foreign Assets Control's Specially Designated Nationals List or List of Consolidated Sanctions (collectively, the "Restricted Persons Lists"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not listed on, or owned 50% or more, collectively or individually, by anyone on a Restricted Persons List. Customer shall not use the Solutions (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Solutions will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Solutions, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls, or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Solutions are resold or transferred in violation of any Trade Controls or the provision of this Agreement, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

6. Fees, Payment, Taxes, and Audit.

6.1 Fees, Payment, & Taxes. Customer will purchase the Solutions through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. Customer will pay any owed amounts to the Authorized Partner, as agreed between Customer and Authorized Partner. Customer agrees that Arctic Wolf may suspend or terminate Customer's use of the Solutions upon ten (10) days' written notice to Customer if Arctic Wolf does not receive payment of Fees from the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Solutions under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 11. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to the renewal Subscription Term.

6.2 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement, including specifically its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Solutions by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Subscription Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Subscription Fees in accordance with this Section 6.

7. Confidentiality. Either party (as a "**Discloser**") may disclose confidential and proprietary information, orally or in writing ("**Confidential Information**") to the other party (as a "**Recipient**"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology. Confidential Information of Customer may include the following:

(i) If the MA or MA+ Solution is deployed: First name, last name, corporate email address, phone number, job title, address, and organization hierarchy (collectively, "**Point of Contact information**"); Customer's tracking metrics as described in the Solutions Terms; Customer created content; and any test response data; and

(ii) If MDR and/or MR Solutions are deployed: Point of Contact Information and Solutions Data (as defined in Section 8.1 below).

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to

know” purpose who are informed of and bound by confidentiality obligations no less restrictive than those set forth in this Section 7. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer’s name with Customer’s services providers to assist Customer in the resolution of technical issues pertaining to the Solutions. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer’s use of the Solutions. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser’s Confidential Information. Upon expiration or termination of this Agreement for any reason, and except as otherwise provided in Section 14 below, each party shall promptly destroy all copies of the other party’s Confidential Information and copies, notes or other derivative material relating to the Confidential Information. Notwithstanding the foregoing, and subject to the Privacy Notice, Arctic Wolf may retain Customer’s name, contact names, email address, and such other necessary contact information following termination of this Agreement for its internal business purposes.

8. Solutions Data.

8.1 Solutions Data. “**Solutions Data**” means, depending on the Solution deployed, the operational system log data and any other information provided by Customer in furtherance of its use of the Solutions and which Customer may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Solutions Data (excluding any Arctic Wolf Technology used with the Solutions Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify and create derivative works of the Solutions Data solely to the extent necessary to provide the Solutions to Customer. The location of the storage of raw Solutions Data within Arctic Wolf’s third party service providers’ data centers will be as set forth in the Solutions Terms. Customer understands Arctic Wolf will aggregate Solutions Data with Arctic Wolf’s other data so that results are non-personally identifiable (individual identities have been removed and are not linked or reasonably linked to any individual, including via a device, or could be reasonably linked, directly or indirectly, with a particular consumer or household) and collect anonymous technical logs and data regarding Customer’s use of the Solutions (“**Aggregate/Anonymous Data**”). Such Aggregate/Anonymous Data is Arctic Wolf Technology, which Arctic Wolf may use for its business purposes during or after the term of this Agreement.

8.2 Personal Information. Confidential Information may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly (“**Personal Information**”). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access any Personal Information for the Solutions, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer’s behalf and in accordance with its instructions.

8.3 European Union and United Kingdom General Data Protection Regulation. If and to the extent Customer submits to Arctic Wolf personal data (as that term is defined under the General Data Protection Regulation (“**GDPR**”)) of individuals located in the European Economic Area or United Kingdom, the Arctic Wolf Data Processing Agreement available at <https://arcticwolf.com/terms/dpa/>, as may be updated by Arctic Wolf from time-to-time in accordance with its terms (the “**DPA**”), may be executed by Customer and upon execution and return to Arctic Wolf in accordance with its terms will be incorporated into this Agreement. It is Customer’s sole responsibility to notify Arctic Wolf of requests from data subjects related to the modification, deletion, restriction and/or objection of personal data. Customer represents and warrants that any processing of personal data in accordance with its instructions is lawful.

8.4 California Consumer Privacy Act. The parties acknowledge and agree that Arctic Wolf is a service provider for the purposes of the California Consumer Privacy Act, as amended by the California Privacy Rights Act (“**CCPA**”) and may receive personal information (as defined by the CCPA) from Customer pursuant to this Agreement for a business purpose. The parties agree to comply at all times with the applicable provisions of the CCPA in respect to the collection, transmission, and processing of all personal information (as defined by the CCPA) exchanged or shared pursuant to the Agreement. Arctic Wolf shall not sell any such personal information. Arctic Wolf shall not retain, use or disclose any personal information provided by Customer pursuant to this Agreement except as necessary for the specific purpose of performing the Solutions for Customer pursuant to this Agreement or as permitted by the CCPA. The terms “personal information,” “service provider,” “sale,” and “sell” are as defined in Section 1798.140 of the CCPA. Arctic Wolf certifies that it understands the restrictions of this Section 8.4. It is Customer’s sole responsibility to notify Arctic Wolf of any requests from consumers (as defined in the CCPA) seeking to exercise rights afforded in the CCPA with regard to personal information received or processed in connection with the Solutions. Arctic Wolf agrees to provide reasonable cooperation to Customer in connection with such requests.

8.5 Canadian Privacy Laws. If and to the extent Customer submits to Arctic Wolf personal information (as that term is defined under applicable Canadian privacy laws, being all applicable federal, and provincial laws and regulations relating to the processing, protection or privacy of personal information (“**Privacy Laws**”), of individuals located in Canada, Customer agrees that it is solely responsible for and shall obtain from all such individuals, all required consents and/or provide all required notifications, regarding the collection, use, disclosure, and processing of their personal information by Arctic Wolf/Arctic Wolf’s subcontractors/third party service providers (which may be located outside of Canada), and/or the transfer by Customer of such individual’s personal information to Arctic Wolf/Arctic Wolf’s subcontractors/third party service providers (which may be located outside of Canada). Upon request of Customer, Arctic Wolf will inform Customers of the locations to which the personal information is transferred and processed by Arctic Wolf and/or its subcontractors/third party service providers.

Customer retains control of the personal information and remains solely responsible for its compliance with Privacy Laws and for the processing instructions it gives to Arctic Wolf. The parties agree that this Agreement, together with Customer's use of the Solution in accordance with this Agreement, constitutes Customer's instructions to Arctic Wolf in relation to the processing of such personal information. Subject to Section 8.1 of this Agreement, Arctic Wolf will only process the personal information to the extent, and in such a manner, as is necessary for the performance of the Solutions. Arctic Wolf will reasonably assist Customer with meeting the Customer's compliance obligations under applicable Privacy Laws, considering the nature of Arctic Wolf's processing and the information available to Arctic Wolf.

Arctic Wolf shall:

- Comply with its obligations as a third party service provider/mandatory under applicable Privacy Laws, including by implementing appropriate technical, physical and organizational measures to safeguard the personal information;
- Periodically conduct audits of its information security controls for facilities and systems used to deliver the Solutions and make relevant audit reports available to Customer for review. The Customer will treat such audit reports as Arctic Wolf's Confidential Information;
- Within seventy-two (72) hours of discovery notify Customer of any unauthorized or unlawful access to or processing of the personal information;
- Limit access to those employees who require the personal information access to meet Arctic Wolf's obligations under this Agreement and ensure that all employees are informed of the personal information's confidential nature;
- Notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the personal information processing or to either party's compliance with Privacy Laws, and provide its full co-operation and assistance in responding to such complaint, notice or communication; and
- Upon Customer's request, provide the Customer a copy of or access to all or part of the Customer's personal information in its possession or control in the format reasonably agreed to by the parties.

9. Indemnity.

9.1 Arctic Wolf's Indemnity. Subject to Section 9.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third party claim or action to the extent based on the allegation that the Solutions infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, United Kingdom, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Solutions, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 9.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

9.2 Customer Indemnity. Subject to Section 9.3, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 5 or 8. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third party claimant by a court of competent jurisdiction.

9.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

9.4 Options. If Customer's use of the Solutions has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Solutions as set forth hereunder; (b) replace or modify the Solutions to make them non-infringing; (c) substitute an equivalent for the Solutions; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

10. Warranty and Warranty Disclaimer.

10.1 Solutions Warranty. ARCTIC WOLF WARRANTS THAT DURING THE SUBSCRIPTION TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT THAT: (I) THE SOLUTIONS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE SOLUTIONS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE PERFORMANCE OF THE SOLUTIONS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 10.1, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 9.1 ABOVE), REPAIR OR REPLACE THE SOLUTIONS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE SOLUTIONS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE SOLUTIONS ARE PROVIDED WITHOUT WARRANTY OF ANY

KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE SOLUTIONS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE SOLUTIONS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE SOLUTIONS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) THE SOLUTIONS WILL IDENTIFY OR DETECT EVERY VULNERABILITY OR SECURITY ISSUE. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE SOLUTIONS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE SOLUTIONS.

10.2 Open Source Warranty. The Software may include Open Source Software. To the extent included in the Software, Open Source Software is governed solely by the applicable open source licensing terms, if any, and is provided "AS IS", and Arctic Wolf hereby disclaims all copyright interest in such Open Source Software. Arctic Wolf provides no warranty specifically related to any Open Source Software or any applicable Open Source Software licensing terms. Any fees paid by Customer to Arctic Wolf are for Arctic Wolf's proprietary Software only, and not for any Open Source Software components of the Software. Any license associated with an Open Source Software component applies only to that component and not to Arctic Wolf's proprietary Software or any other third-party licensed software. The foregoing language is not intended to limit Arctic Wolf's warranty obligation for the Solutions set forth in Section 10.1. "Open Source Software" means software with its source code made available pursuant to a license by which, at a minimum, the copyright holder provides anyone the rights to study, change, and/or distribute the software to anyone and for any purpose.

10.3 Third Party Product. Third Party Product (as defined in this Section 10.3) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third Party Products as part of the Solutions (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third Party Products. "Third Party Product" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Software.

10.4 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all Administrator IDs and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solutions; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Solutions or any breach, or attempted breach, of security of the Solutions; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the "FCPA"); (v) not use the Solutions and transfer any Solutions Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Solutions, including specifically, the Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Solutions; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Solutions.

11. Limitation of Liability. FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE SOLUTIONS, LOST REVENUES OR PROFITS, LOSS OF SOLUTIONS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SOLUTIONS THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS.

12. Term and Renewal. This Agreement shall be in effect for the Subscription Term specified in the Order Form. The Order Form or other equivalent transaction document containing the terms related to the length of the Subscription Term and any renewal thereof, and any other related terms, as may be applicable, shall be between Customer and the Authorized Partner. Notwithstanding the foregoing, and unless otherwise set forth on an Order Form, the Subscription Term to the Solutions will automatically renew, in its entirety, at the end of the initial Subscription Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and price at the time of renewal; provided however, if either party would like to opt out of automatic renewal or reduce the scope of the Subscription of the Solutions, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

13. Updates. Arctic Wolf reserves the right to modify this Agreement, the Terms, and the Documentation in Arctic Wolf's sole discretion provided that changes to the Solutions Terms shall not materially decrease the Solutions features and functionalities that Customer has subscribed to during the then-current Subscription Term. Should Arctic Wolf make any modifications to the Agreement, the Terms, or Documentation, Arctic Wolf will post the amended terms on the applicable URL links and will update the "**Last Updated Date**" within such documents and notify Customer via the Customer Portal, Customer newsletter, <https://arcticwolf.com/terms/> website, or such other written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Subscription Term. However, any subsequent renewal of the Subscription Term will be renewed under the then-current terms, unless otherwise agreed in writing by the parties.

14. Termination. Either party may terminate this Agreement for cause if the other party commits a material breach of this Agreement, provided that such terminating party has given the other party ten (10) days advance notice to try and remediate the breach. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Customer shall be liable for any breach of the Confidential Information and Arctic Wolf Technology contained within the unreturned Equipment. Sections 6 through 13, 14, and 15 will survive the non-renewal or termination of this Agreement.

15. Miscellaneous.

15.1 Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this [Section 15](#)). For contractual purposes, Customer (1) consents to receive communications in an electronic form via the email address it provides herein or via the Customer Portal; and (2) agrees that all agreements, notices, disclosures, and other communications that Arctic Wolf provides electronically satisfies any legal requirement that those communications would satisfy if they were on paper. This Section does not affect Customer's non-waivable rights.

15.2 Notwithstanding any other terms to the contrary contained herein, Customer grants Arctic Wolf the right to use Customer's name or logo in customer lists, marketing materials, and verbal discussions with prospective customers to communicate that Customer uses the Solutions. If Arctic Wolf intends to disclose information about Customer's purchase(s) (such as dollar amount of sale or project objectives) in conjunction with the use of Customer's name or logo, Arctic Wolf will obtain Customer's prior written or email approval.

15.3 The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Arctic Wolf shall be primarily liable for the obligations of its Affiliates and any subcontractors used in the delivery of the Solutions.

15.4 This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign, subcontract, delegate or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment, subcontract, delegation or other transfer in violation of the foregoing shall be null and void. No such assignment, subcontract, delegation or other transfer shall relieve the assigning party of any of its obligations hereunder.

15.5 The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of law provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Santa Clara County, California in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees.

15.6 Each party acknowledges and agrees that any dispute or claim that may arise out of or relate to this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

15.7 No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15.8 If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing.

15.9 This Agreement (including the exhibits hereto, if any, and any BAA (as defined in Section 15.10 below)) constitutes the parties' entire agreement by and between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or

understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by an agreement in writing signed by each party.

15.10 In the event that Arctic Wolf receives personal healthcare information in the delivery of the Solutions, the parties agree to comply with the Business Associate Addendum (“**BAA**”) located at <https://arcticwolf.com/terms/business-associate-addendum/> or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.


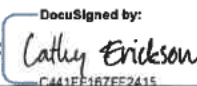
15.11 The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

15.12 The parties have agreed that this Agreement as well as any notice, document or instrument relating to it be drawn up in English only; *les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s’y rattachant soient rédigés en anglais seulement.*

15.13 Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page to follow]

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

Arctic Wolf Networks, Inc.:	Customer: ISD 709 Duluth Public Schools
Signed: 	Signed: 
Name: <u>Nick Schneider</u>	Name: <u>Cathy Erickson</u>
Title: <u>President & CEO</u>	Title: <u>CFO</u>
Date: _____	Date: <u>7/28/2022</u>
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	Notice Address: 216 Lakeside Road suite 108 Duluth, MN 55811



STATEMENT OF WORK

Project Name:	Duluth Public Schools-2021.01-E-Rate PAN Services	Seller Representative:
Customer Name:	Duluth Independent School District No. 709 (MN)	Dave Donarski
CDW Affiliate:	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
Date:	July 21, 2022	Solution Architect:
Drafted By		James Puzic

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

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

PROJECT SUMMARY

Customer currently has a PA5220 and looking to migrate to a PA5410.

PROJECT SCOPE

The professional services engagement includes:

- Palo Alto Firewall Health Check
- Palo Alto Firewall Upgrade (Once config moved to new hardware)
- Palo Alto Firewall Migration

APPROACH

Seller will follow a phased approach to deliver the services shown above. The following phases will be utilized to achieve the objective stated above.

PROJECT KICK-OFF MEETING

Seller will begin with a project kick-off meeting with Customer core project team. The kick-off meeting will last approximately one hour and will include:

-
- Introductions of Customer and Seller team members.
 - Establishment of roles and the scheduling of the first engineering discovery session.
 - Knowledge transfer and review of your company and vision.
 - Review of Customer-provided information and clarification of questions.
 - Review of goals for the project.
 - Firewall Discovery and Requirements Gathering.
 - During the discovery and requirements gathering phase, Seller will work with the customer to identify pertinent information that will drive the design and implementation of the Palo Alto Firewall Solution. During this phase, Seller will work with key Customer project stakeholders to:
 - Identify Customer's business and technical requirements.
 - Review Customer's existing infrastructure that is relevant to the success of the project.
 - Discuss Palo Alto firewall management, features, and capabilities.
 - Discuss and review high availability options.
 - Discuss Customer's security policy and methods for enforcement leveraging Palo Alto firewall appliances.

FIREWALL DISCOVERY AND REQUIREMENTS GATHERING

During the discovery and requirements gathering phase, Seller will work with the customer to identify pertinent information that will drive the design and implementation of the Palo Alto Firewall Solution. During this phase, Seller will work with key Customer project stakeholders to:

- Identify Customer's business and technical requirements.
- Review Customer's existing infrastructure that is relevant to the success of the project.
- Discuss Palo Alto firewall management, features, and capabilities.
- Discuss Customer's security policy and methods for enforcement leveraging Palo Alto firewall appliances.
- Review Customer's existing firewall configuration.

PLANNING AND DESIGN

During the Planning and Design phase, Seller will work with customer to design the Palo Alto solution and plan the firewall implementation. This phase may include but not limited to the following items:

- Plan implementation activities based on information collected during the requirements gathering phase
- Review required network architecture changes needed to accommodate the new firewall(s).
- Placement of firewall(s) along with physical and logical connectivity.
- Document the proposed design and conduct a review with key Customer project stakeholders.

IMPLEMENTATION AND TESTING

Customer and Seller will implement the Palo Alto firewall solution to satisfy the requirements and design that were discussed in the Discovery phase of the project. This phase may include but not limited to the following items:

- Configure and Implement Palo Alto firewall appliances based on the design and planning phase.
 - Perform any necessary re-imaging or updates to software to accommodate design.
 - Physical and logical connectivity.
 - Security Zones.
 - Static and or dynamic routing.
 - NAT/PAT policies.
 - Access Control policies.
 - High availability.

-
- Application policies.
 - Threat Prevention Policies.
 - DNS Inspection and Sinkhole policies.
 - Site to Site VPN(s).
 - Test Palo Alto firewall solution for proper operations.
 - Cutover and First Day Support.

FIREWALL HEALTH CHECK

The goal of the health check is to identify any firewall design, components, or configurations that may prevent a successful firewall upgrade.

During the firewall health check, Seller will leverage its experience with Palo Alto firewalls to help the customer avoid potential issues. Seller will review the Customer's existing firewall deployment and make recommendations on design or configuration changes that are needed to improve their firewall environment. The firewall health check may include but not limited to the following items:

- Firewall Environment Review – Seller will work with Customer to understand their firewall environment, related components, and challenges.
- Firewall Design and Configuration Review – Seller will analyze the current firewall design and configuration to look for gaps or deficiencies in the following areas:
 - Management connectivity
 - Firewall resiliency
 - Software version and patch levels
 - Firewall networking configurations
 - Firewall features and the corresponding firewall configurations
- Problem Investigation - Seller will investigate challenges presented by Customer during the firewall environment review session and any problems revealed during the design and configuration review.
- Findings Report and Presentation - Seller will present the Health Check findings during a review session with Customer.
- Remediation - Seller has allocated (15) hour(s) to assist in remediating issues discovered during the Health Check. Customer and Seller will work together to determine which specific issues, if any, need to be remediated. If additional hours are needed for the Seller to fully resolve the issues Customer can request a Change Order.

FIREWALL UPGRADE

Seller will upgrade the Palo Alto firewall solution to a recommended code version based on Customer's requirement. Palo Alto firewall components that will be upgraded include:

(1) Palo Alto NGFW Appliance(s)

CUTOVER

Seller will work with Customer to move the Palo Alto firewall solution into production. The firewall cutover will take place during a scheduled maintenance period. Once the cutover is complete Seller will work with Customer to test the Palo Alto firewall solution for proper operations. In addition, Seller will assist Customer with required application testing to validate firewall policy and configurations.

FIRST DAY OF SUPPORT

On the first product day following the cutover, Seller will provide day one support to assist the customer with any issues that may be present. Seller will review configurations and make modifications to the firewall configuration as needed to account for the Customer's unique environment.

If a malware outbreak is identified, Seller will assist Customer in identifying and remediating the infected hosts. If the outbreak is determined to be severe and Customer wishes Seller assistance with remediation a Change Order may be required for additional remediation efforts.

PROJECT CLOSURE

The Seller project team will participate in a project closure meeting where the project history will be reviewed and the final project documentation will be delivered to the Customer.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

- Providing Seller staff with appropriate physical and/or network access to perform tasks defined in this statement of work.
- Providing all change control procedures, notifications and maintenance windows that are necessary for the performance of this project.
- Providing providing a resource who is familiar with the existing firewall solution.
- Providing any hardware, software, and/or certificates that are required for installation.
- Configuration of their LDAP or Active Directory environment when integrating with the Palo Alto solution. Seller will provide guidance on the required configuration for integration.
- Providing documentation for required connectivity through the firewall that includes source IP, destination IP, port, protocol information, and network address translation requirements. If traffic analysis is required to determine the appropriate connectivity information; it may result in a revision of the services estimate.
- Providing racking, cabling, and powering of all equipment. Customer to verify there is adequate power, UPS, rack space, and network connectivity for the devices included on the bill of materials.
- Providing application testing to be performed during cutover(s).
- Providing a supported virtualization environment for any Palo Alto components that are to be virtualized.
- Coordinating and communicating configuration changes to site-to-site VPN(s). A change order may be needed to add additional hours for maintenance windows that must be rescheduled due to Third-Party vendors not being available.

PROJECT ASSUMPTIONS

This SOW is based on the following assumptions.

1. Seller will review initial low-level design with Customer. After mutual agreement, Customer will sign off on acceptance of the design. Any subsequent changes to the design can be made by requesting a Change Order. Seller implementation of the Change Order may be billed at additional cost on a Time and Materials basis.
2. Project will require Customer to migrate firewall policies from an old firewall to the new Palo Alto firewall platform.
3. Existing firewall configurations will be migrated 'as-is' and consists of:
 - No more than (6) Interfaces/Zone(s)
 - No more than (50) Object(s)

- No more than (172) Access Control Rule(s)
- No more than (13) NAT/PAT statement(s)
- No more than (2) L2L tunnel(s)

4. Work can be performed remotely.

Additional service hours may be required as a result of changes or other unforeseen complexities as determined during the project.

OUT OF SCOPE

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

- Training documentation.
- Configuration of any other network equipment not directly related task of implementing and/or upgrading the Palo Alto firewall Solution.
- Racking, cabling, and powering hardware equipment.
- Configurations or designs not supported by Palo Alto.
- Firewall Configuration Cleanup and Optimization.

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

Item(s) Provided to Customer:

Item	Description	Format
Health Check Findings Report	A document that records the findings identified during the firewall health check and potential solutions	PDF
Migration Plan	A document that details the firewall migration plan	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

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

PROJECT MANAGEMENT

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

1. Kickoff Meeting

-
- Coordinate and facilitate kickoff meeting
 - Review SOW including project objectives, schedule, and logistics
 - Identify and confirm project participants
 - Discuss project prerequisites
 - Create and distribute escalation and contact lists
2. **Project Schedule or Plan**
- Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
 - Monitor project scope and expectations
 - Identify and manage project risks
 - Monitor the status and progress of the project and the quality of items provided
 - Communicate at regular intervals as agreed upon
 - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
- Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
 - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
 - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
 - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
4. **Change Management**
- When a change to a project occurs, the Seller's project change control process will be utilized
 - The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary
5. **Project Closure**
- Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
 - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

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

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

PROJECT SCHEDULING

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

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

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

TOTAL FEES

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

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

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

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

Services Fees of \$14,873.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 59 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

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

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

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

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

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

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$255.00	48	\$12,240.00
Senior Engineer – OT Per Hour	\$383.00	1	\$383.00
Project Manager – Per Hour	\$225.00	10	\$2,250.00
Subtotal		59	\$14,873.00
<i>Less Services Acceleration funding</i>			<i>(\$10,000.00)</i>
Estimated Totals			\$4,873.00

EXPENSES

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

Travel time will not be billed for this project.

Travel Notice

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

CUSTOMER-DESIGNATED LOCATIONS

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

SIGNATURES

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

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: Chris Schroeder

By: Catherine Erickson

Name: Services Contracts Manager

Name: Catherine Erickson

Title: Services Contract Manager

Title: CFO

Date: Jul 28, 2022

Date: Jul 28, 2022

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

4316 RICE LAKE RD STE 108, STE 108, ACCTS
PAYABLE

DULUTH, MN 55811-4012



IAG Host School Agreement

This **HOST SCHOOL AGREEMENT** ("Agreement"), effective as of July 1st, 2022 ("Effective Date"), is entered into by and between International Alliance Group, LLC, ("IAG") and Dubuch Public Schools, (the "Host", and together with IAG, each a "Party", and collectively, the "Parties").

WHEREAS, The International TeachAlliance Program (the "Program") by IAG offers international teachers the opportunity to participate in a cultural exchange program in the United States, while learning valuable professional skills, improving English language capability, and learning about the culture and history of the U.S.;

WHEREAS, the Host agrees that hosting exchange teachers ("Exchange Teachers") and participating in the Program will result in their students' gaining a better understanding of the world outside the United States of America as they interact with Exchange Teachers from another part of the world;

WHEREAS, IAG utilizes designated United States Department of State ("State Department") J-1 Teacher cultural exchange program sponsors.

WHEREAS, the Host agrees to host a number of Exchange Teachers (as set forth below); and

WHEREAS, the Parties have read the State Department regulations governing the Program¹ (the "Regulations") and agree that they will comply with the Regulations from the time of signing this Agreement, as such Regulations may be amended from time to time.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. OBLIGATIONS

a. Host Obligations. During the term of this Agreement, the Host shall use commercially reasonable efforts to comply with the Host obligations set forth in Exhibit A ("Host Obligations"). The Host shall comply with, and require its employees, agents, and

¹ Regulations can be found at: <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=9adf677eb80094061be39ec4fd4fe4e0&mc=true&n=pt22.1.62&r=PART&iv=HTML>

subcontractors (including personnel of subcontractors) to observe and comply with any and all legal requirements applicable to the Host Obligations.

b. **IGAG Obligations.** During the term of this Agreement, IAG shall use commercially reasonable efforts to recruit Exchange Teachers (the "IGAG Obligations", and together with the Host Obligations, the "Services"), for the Exchange Teacher positions set forth in Exhibit B ("Positions").

c. **Cooperation.** Each Party shall cause its employees to reasonably cooperate with employees of the other and provide reasonable assistance to the extent required for effective delivery of the Services. The Host shall provide IAG with such information and documentation as is reasonably requested by IAG and the Host shall perform actions and tasks requested by IAG to enable IAG to perform the IAG Obligations in accordance with this Agreement.

d. **Third Party Services.** IAG shall have the right to engage the services of independent contractors to deliver or assist IAG in carrying out the IAG Obligations contemplated under this Agreement. IAG will supervise the performance of such third parties to ensure that the IAG Obligations meet, in all material respects, the requirements of this Agreement.

e. **Consideration for IAG Obligations.** The IAG Obligations shall be provided by IAG in consideration of the Host's payment of the amounts specified for the IAG Obligations set forth on Exhibit C hereto.

2. REPRESENTATIONS AND WARRANTIES

IAG represents and warrants to the Host, and the Host represents to IAG, that such Party has all necessary rights and authority to enter into this Agreement and to perform its obligations hereunder.

3. CONFIDENTIALITY

a. **Confidential Information.** Each Party acknowledges that in connection with the provision of the Services and the Parties' other obligations contemplated by this Agreement, the Parties will exchange certain confidential information, including the personal information of the Exchange Teachers ("Confidential Information"). The Confidential Information will be and remain the sole property of the Party (and its assigns) providing such Confidential Information, provided however, that the personal information of the Exchange Teachers (including health information) will remain the property of the respective Exchange Teacher. Each Party shall use the same degree of care which it normally uses to protect its own Confidential Information to prevent the disclosure to third parties of the Confidential Information belonging to the other Party and the Exchange Teachers. Neither Party shall make any use of the Confidential Information of the other, except as contemplated or required by the terms of this Agreement or any other written agreement between the Parties. Notwithstanding the foregoing, this Section 3 shall not apply to any information that (a) was publicly known at the time of disclosure or has become publicly known through no fault of the receiving Party, (b) was received by the receiving Party from a third party without

a duty of confidentiality, or (c) was independently developed by the receiving Party without any reliance on the proprietary information.

b. **Permitted Disclosures.** Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order, and provided further that any Party disclosing Confidential Information pursuant to this Section 3(b) shall promptly provide written notice of any such order to the other Party.

4. LIMITATION OF LIABILITY

Except in the event of the gross negligence or intentional misconduct of a Party, in no event shall either Party have any liability under any provision of this Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, whether based on statute, contract, tort or otherwise, and whether or not arising from the other Party's sole, joint, or concurrent negligence, strict liability, criminal liability or other fault. In addition, notwithstanding any damages the Host may incur for any reason whatsoever, except in the event of the gross negligence or intentional misconduct of IAG, the entire liability of IAG under this Agreement shall be limited to the fees actually received by IAG pursuant to this Agreement. The provisions of this Section 4 shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

5. INDEMNIFICATION.

a. **Indemnification Obligations.** Each Party ("Indemnifying Party") shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party/awarded against Indemnified Party in a final judgment ("Losses"), arising out of any third-party claim alleging: (i) any grossly negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; (ii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the grossly negligent or more culpable acts or omissions of Indemnifying Party or its personnel (including any reckless or willful misconduct); or (iii) any failure by Indemnifying Party to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

b. **Limitations on Indemnification.** Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or

corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's: (i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (ii) bad faith failure to comply with any of its obligations set forth in this Agreement.

c. **Outside Factors.** The Host acknowledges that some factors, including recruitment of Exchange Teachers with specified qualifications, Exchange Teacher acceptance of position and J-1 visa approval, are outside of IAG's control. The Host agrees that, notwithstanding anything else in this Agreement to the contrary, IAG will have no liability to the Host if IAG cannot timely fill the Positions or is otherwise unable to fulfill the IAG Obligations to the satisfaction of the Host.

6. TERM AND TERMINATION

a. **Term.** This Agreement begins on the Effective Date and shall continue in effect until June 30th, 2025. Notwithstanding the foregoing, Section 3, Section 4 and Section 5 shall survive any expiration or termination of this Agreement. The Parties may extend this Agreement for similar terms in writing and signed by both Parties at any time before the expiration of any applicable term.

b. **Termination.** Either Party may terminate this Agreement at any time if the other Party materially breaches this Agreement relating to the Services, the non-breaching Party has notified the breaching Party in writing of such failure, and such failure continues for a period of fifteen (15) business days after the delivery to the breaching party of written notice of such material breach. This Agreement may be terminated in whole or in part, at any time, by mutual written consent of IAG and the Host.

c. **Effect of Termination.** The Parties acknowledge and agrees that, notwithstanding anything to the contrary contained in this Agreement or otherwise, all obligations of the Parties to provide Services hereunder shall immediately cease upon the expiration of the term for, or the date of termination of, such Service, provided however, that if, at the time of the termination or expiration of this Agreement, any Exchange Teacher is filling a Position at the Host's school or school district, the Parties will continue to cooperate in good faith to ensure that such Exchange Teacher can successfully complete their Program participation.

7. GENERAL

a. **Force Majeure.** No Party shall bear any responsibility or liability for any damages arising out of any delay, inability to perform, or interruption of its performance of its obligations under this Agreement due to any acts or omissions of the other Party hereto or for events beyond its reasonable control including, without limitation, acts of God, acts of governmental authorities, acts of the public enemy, or due to war, riot, flood, civil commotion, insurrection, pandemics, labor difficulty, severe or adverse weather conditions, lack of or shortage of electrical power, malfunctions of equipment or software programs, in each case that could not have been avoided through reasonable efforts by such Party. If any Party's performance of its obligations are subject to any failure or delay as the result of a force majeure event, such Party shall use its commercially reasonable efforts to end the failure or delay as soon as reasonably practicable and to minimize the effects of such event.

b. **Governing Law and Jurisdiction:** Any action or suit brought relating to this Agreement or the Program must be commenced and maintained in the appropriate state court of Arizona, located in Maricopa County, Arizona or a Federal district court located in Maricopa County, Arizona, as applicable. The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in any such court and agree that Arizona law applies irrespective of any conflict of laws analysis. In the event either Party to this Agreement institutes an action or other proceedings to enforce any rights arising under this Agreement, the Party prevailing in such action or other proceeding will be paid all reasonable costs and attorneys' fees by the other Party. Such fees to be set by the court and not by a jury and to be included in any judgment or award entered in such proceeding.

c. **Waiver of Jury Trial:** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

d. **Relationship of the Parties:** IAG and the Host shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, fiduciary, partner, or joint venturer of the other.

e. **No Third-Party Beneficiaries:** This Agreement is for the sole benefit of the Parties hereto and their affiliates and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

f. **Assignment:** The Host may not assign any of its rights or obligations hereunder without the prior written consent of IAG. This Agreement shall inure to the benefit of and be binding upon any successors or permitted assigns of the Parties.

g. **Entire Agreement; Amendment:** This Agreement constitutes the entire agreement between IAG and the Host with respect to the subject matter hereof. This Agreement shall not be amended, altered, or changed except by a written agreement signed by the Parties hereto.

h. **No Waiver:** No delay or omission on the part of either Party to this Agreement in requiring performance by the other Party or in exercising any right hereunder shall operate as a waiver of any provision hereof or of any right or rights hereunder; and the waiver, omission, or delay in requiring performance or exercising any right hereunder on any one occasion shall not be construed as a bar to or waiver of such performance or right, or of any right or remedy under this Agreement, on any future occasion.

i. **Notices.** All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly delivered four business days after it is sent by registered or certified mail, return receipt requested, postage prepaid, or one business day after it is sent for next business day delivery via a reputable nationwide overnight courier service, in each case to the intended recipient as set forth below:

If to IAG:

International Alliance Group, LLC
Incorporated
18025 West Denton Avenue
Litchfield Park, Arizona 85340
Attn.: Isaiah Thaler
E-mail: Isaiah@IAGUSG.org
Phone: 616.890.1079

If to HOST:

Duluth Public Schools
Address 4316 Rice Lake Road

Attn.: Brenda Spartz
E-mail: brenda.spartz@isd709.org
Phone: 218-336-8700 ext. 1028

Any Party may give any notice, request, demand, claim, or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, facsimile, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the Party for whom it is intended. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

j. **Section Headings.** Section headings are for descriptive purposes only and shall not control or alter the meaning of this Agreement.

k. **Severability.** If any provision of this Agreement shall for any reason be held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.

l. **Counterparts.** This Agreement may be executed in two or more counterparts (including by facsimile or by an electronic scan delivered by electronic mail), each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each Party hereto and delivered to the other Party, it being understood that each Party need not sign the same counterpart. This Agreement may be executed and delivered by facsimile or by an electronic scan delivered by electronic mail.

m. **Official Language:** The Parties hereto agree that English is the governing language of this Agreement. This English version may be translated into another language for convenience of the Parties. The Parties agree that if there were any discrepancy or

controversy regarding the interpretation, content, or meaning of any of the provisions of this Agreement, the English version shall prevail.

IN WITNESS WHEREOF, the Host and IAG have duly executed this Agreement as of the day and year first above written.

International Alliance Group, LLC

By: _____

Name: Jason D. Hammond Garcia

Title: President

Duluth Public Schools

By: John Magas

Name: John Magas

Title: Superintendent

Budget Code

01 E 012 030 000 394 000

Exhibit A

Host Responsibilities

1. Employ Exchange Teachers in temporary, non-tenure position for exchange period as agreed in Employment Agreement and Letter of Intent to Hire and fulfill all contractual agreements made with Exchange Teachers.
2. Employ Exchange Teachers directly and maintain direct supervision and guidance of Exchange Teachers under the Host's school and school district.
3. Agrees to only assign Program Exchange Teachers to full-time teaching positions in accredited K-12 classrooms, including prekindergarten language immersion programs, offered as regular courses of study by accredited primary schools.
4. Pay Exchange Teachers at customary rate for similar proven experience and at the equivalent level as counterparts from the U.S. and according to the same duties, responsibilities, hours of employment, and compensation.
5. Provide Exchange Teachers with full-time (at least 32 hours per week) paid employment as identified on their written job offer and pay Exchange Teachers eligible for overtime in accordance with applicable FLSA state or federal law.
6. Provide training and/or orientation specifically designed for new Exchange Teachers, including but not limited to: overview of program and significant components including cultural exchange; information on wages and any deductions from wages, including for housing and transportation; and local community resources, including locally available health care.
7. Agrees to embrace the cultural exchange spirit of the program and offer opportunities for exchange with United States citizens to all participants.
8. Agrees to facilitate and encourage Exchange Teachers' participation in at least two cross-cultural activities per academic year and the cross-cultural component as part of the exchange.
9. Provide IAG copies of any contract signed between Exchange Teachers and the Host's school or school district.
10. Notify IAG in the event of any issues or concerns with Exchange Teachers' performance, prior to any decision made to implement a performance plan or move to termination.
11. Notify IAG of any changes in Exchange Teachers' employment status, known address, or any other problem that arises related to Exchange Teachers' health, safety and welfare.
12. Provide IAG with written documentation detailing the circumstances of the Host's termination of an Exchange Teachers' employment in a timely manner.
13. Abide by the Regulations governing the Program.

Exhibit B
Positions

The Host requests that IAG recruit 2 J-1 Exchange Teachers.

Teacher Name(s): _____ Email: _____

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Exhibit C

International Alliance Group Pricing Structure

The Host agrees to pay IAG the percentages designated below for each Exchange Teacher (or other listed employ group). Partnering rates are based on the employee's total annual compensation and invoiced annually following the Exchange Teacher's (or other designated employee's) first day of reported duty.

<u>Teacher Types</u>	<u>Partnering Rate</u>
General Education, PreK-12	20%*
Special Education	25%*
Other Hard to Fill Positions	25%*
Paid Invoice After Teacher's First Day	+1%*

*Pricing and procurement is contingent upon a 2022 cooperative contract award.

IAG will provide medical insurance that meets the coverage requirements of the State Department regulation 22 C.F.R. §62.14. IAG will invoice annually following the Exchange Teacher's (or other designated employee's) first day of reported duty.

The Host understands that in the event of Exchange Teacher (or designated employee's) termination or resignation, IAG will issue a refund that is prorated based on the duration of the Exchange Teacher's (or designated employee's) stay at the Host School or School District, less a \$1,000 non-refundable fee.

HOUCK TRANSIT ADVERTISING CONTRACT

TERMS & CONDITIONS

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

Duluth Public Schools

Advertiser/Agency Signature:



Signed Date: 5/31/22

Signed Date: 5/17/22

Houck Transit Advertising:

Houck Transit Advertising / 1025 Tomlyn Avenue, Suite 100, Shoreview MN 55126 / 800-777-7290 (Fax 651-489-7620)

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of 7/1/2022 and shall remain in effect until 8/31/2022, 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 Duluth Community School Collaborative will provide a six week, no-cost summer camp for 60 Myers-Wilkins students. Students will engage in art activities led by local artists, health and gardening, sports and outdoor recreation, social-emotional skill building activities, as well as weekly field trips. The program will culminate in a showcase of students' artistic expression.

The Office of Education Equity will contract with a local artist who will lead art activities 1x per week during summer programming, attend initial summer planning session, and support the final student showcase. OEE will also support art supply expenses for local artist.

3. Background Check. 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 pay Contractor for performing said obligations up to a sum not to exceed \$5,000 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: Nate Smith, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

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AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Joe Keno LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 27th, 2022, and shall remain in effect until June 30th, 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.** Contractor will utilize their unique knowledge and perspective as a Red Cliff Tribal member to plan and participate in a 2 day American Indian Education summer program extended field trip. The contractor will set up activities geared toward local Red Cliff tribal history for 20 American Indian Middle and High school students and up to 8 adult staff/chaperones. Examples such as connecting with tribal elders to share tribal teachings/stories and tours of significant historical places and tribal businesses.

3. **Background Check.** *N/A* District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00 (Two-thousand dollars). Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000.00 (Two-thousand dollars) at a rate of \$1,000.00/day. (includes preplanning, contacting tribal elders and businesses, and tour guide for 2 full days)

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: American Indian Education Office and Office of Education Equity, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: **Joseph Montano Sr.**; 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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 7/25/2022

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).

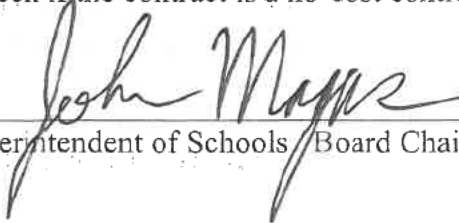
Please check the appropriate line below:

 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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 7/26/22

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

This contract is by and between *Duluth Public Schools, 4316 Rice Lake Road; Duluth MN 55811* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.

- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at <https://www.lsc.edu/become-a-student/college-in-the-schools/college-in-the-schools-handbooks/>.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2022 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.
- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2022 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on **July 1, 2022, or upon the date that the final required signature is obtained by MINNESOTA STATE**, whichever occurs later, and shall

remain in effect until **June 30, 2023** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION.** This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. **AUTHORIZED REPRESENTATIVES.**

a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Jennifer Larva
Title: Director of Curriculum and Instruction
Address: 215 N 1st Avenue East; Duluth MN 55802
Telephone: 218-336-8700 x 1007
E-Mail: jennifer.larva@isd709.org

b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa
Title: College in the Schools Director
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: 218-733-5916
E-Mail: stephanie.wainionpaa@lsc.edu

Each authorized representative shall have final authority for acceptance of 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.

7. **ASSIGNMENT.** Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. **LIABILITY.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, *et seq.*, and other applicable law.
9. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").** The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, *et seq.* and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
10. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

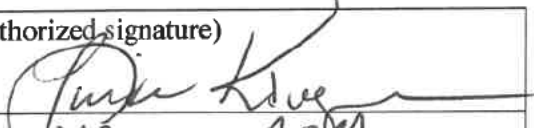
The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

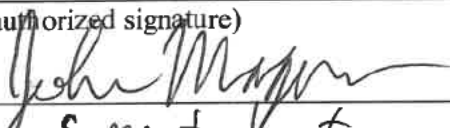
APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)	
Title	VP of ASA.
Date	7-18-22

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

By (authorized signature)	
Title	Superintendent
Date	7/28/22



By (authorized signature)	
Title	
Date	

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement)	
Title	
Date	

Attachment A - 2022-2023 LSC CITS COURSES**Cost: \$18,000 (6 x \$3000)**

The following courses will be covered under this Concurrent Enrollment agreement:

AEO	MATH 1150	Pre-Calculus	5	Jenny Ahern	AY
Denfeld	MATH 1150	Pre-Calculus	5	Tim White	AY
Denfeld & East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1420	Nursing Assistant	3	Kimberly Olson	Spring
East	MATH 1150	Pre-Calculus	5	Bill Garnett	AY
East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY

** Indicates courses that are considered one course for one fee

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glocke
AEO Principal Email	Nathan.glocke@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Danette Seboe
East Principal Email	danette.seboe@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School and East High School) 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14th St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC)).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS the Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF Fond du Lac Tribal and Community College. Fond du Lac Tribal and Community College agrees to provide the following:**

Fond du Lac Tribal and Community College CITS Staff shall:

- FDLTCC will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the Minnesota State website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and make class lists available online to the high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on FDLTCC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

Fond du Lac Tribal and Community College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. **DUTIES OF DISTRICT.** The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in FDLTCC policy 3.5: <https://www.FDLTCC.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g.add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.FDLTCC.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with FDLTCC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of FDLTCC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class roster and enter the grades into the online grading system in a timely fashion.
- Meet regularly (face-to-face, email, telephone or via other technology) with FDLTCC faculty mentor.
- Collaborate with FDLTCC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the FDLTCC learning outcomes.
- Provide FDLTCC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist FDLTCC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by FDLTCC in keeping with NACEP accreditation requirements.

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 1, 2022, with payment by the DISTRICT due 60 days later. *There is no cost to the student.*
- b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on October 1, 2022, with payment by DISTRICT due 60 days later.

4. TERM OF CONTRACT. This contract shall be effective on *September 1, 2022, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later*, and shall remain in effect until *June 30, 2023*, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

7. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, *et seq.*, and other applicable law.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, *et seq.* and regulations promulgated pursuant to it to the extent applicable. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA. This section shall not be construed as an indemnification of MINNESOTA STATE by the DISTRICT.

9. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.



**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT**

10. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT will respond appropriately as permitted or required by law.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

11. **JURISDICTION AND VENUE.** This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
12. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
13. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.



STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

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

By (authorized signature)
Arthur Eagon
Title
CFO
Date
7/7/22

- 2. Fond du Lac Tribal and Community College

By (authorized signature)
Stephanie Hamant
Title
President
Date
5/26/2022

AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College

- 3.

By (authorized college/university/system office initiating agreement)
Bret Buskowsky B-B
Title
CFO
Date
5/25/2022

ATTACHMENT A

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

Concurrent Enrollment Program Eligibility

- A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
- B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
- C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
- D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer, ACT, and MCA** scores for course placement; 2. If students do not have scores from the tests previously listed, **the High School Grade Point Average (GPA) or guided self-placement** will be used to place students into courses.

Writing: A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

Mathematics: A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8 or Higher AND a grade of C- or better in high school Algebra II (or higher) Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)- College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) - College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) - Introduction to Statistics. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) - Introduction to Statistics. Within the last 5 years



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

Please send any billing questions to ar@seesaw.me

Bill To Name Duluth Independent School District 709
Created Date 6/30/2022
Expiration Date 8/31/2022
Quote Number 00048565

Contract Summary

Contract Start Date 9/1/2022
of Students 3,300.00
Total Price USD 17,820.00
Tax USD 0.00
Grand Total USD 17,820.00

Contract End Date 8/31/2023

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	3,300.00	USD 6.00	USD 19,800.00	9/1/2022
Volume Discount (2,500 - 4,999)	3,300.00	USD -0.60	USD -1,980.00	9/1/2022

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

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

Name: Jen Larva

Email: jen.larva@isd709.org

Title: Director of Education

Phone: 218-336-8700

Seesaw Lead

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

Name: Joan Lancour

Email: joan.lancour@isd709.org

Title: Asst. to Dir. of Ed.

Phone: 218-336-8700

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

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

Name: Bart Smith

Email: bart.smith@isd709.org

Title: Manager of Technology

Phone: 218-336-8700

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

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

Name: Accts Payable

Email: accountspayable@isd709.org

Title: Finance Department

Phone: 218-336-8700

School Address



Address: 4316 Rice Lake Road

City: Duluth

State: Minnesota

Zip / Post Code: 55811

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found at <https://web.seesaw.me/msa> unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Name: Catherine Erickson

Date: 7/7/2022

Company: Duluth Public Schools

Title: CFD

Email: catherine.erickson@seesaw.org

PO Number (if required): _____

Accepted By: Catherine Erickson

9306E5BFB5274DA...

Seesaw Signature

Name: Kelley Czajka

Budget Code
01 E 005 203 160 406 011

Company: seesaw

Accepted By: Kelley Czajka

2969ADAB4DA648A...

Date: 7/8/2022



**Regents of the University of Minnesota ("University")
Short Form Services Agreement**

Department Name: Center for Applied Research and Educational Improvement		Customer Name: Duluth Public Schools
Customer Address: 4316 Rice Lake Road Suite 108 Duluth, MN 55811		
Phone: 218-336-8711	Fax:	Email: joan.lancour@isd709.org
Dept. ID No.: 11250	I/ESAF No.: 1696	(No contract assigned) Do not send to External Sales)
Term Start Date: 6/22/22		Term End Date: 7/25/22
Description of Services: One, 5-hour workshop covering PRESS classwide & tier 2 Spanish interventions on 7/27/22 from 8-1.		
Provide details and pricing (or enter "see attached Exhibit A"): \$5,000.00 total presentation. An electronic (PDF) file of the PRESS Spanish Intervention Manual will be provided at no cost. Customer agrees to issue multiple electronic surveys, developed by the University of Minnesota, to all staff to collect data on training and implementation experiences throughout school year 2022-23.		
Check One: Single Sale <input checked="" type="checkbox"/> Repeating/Multiple Sale <input type="checkbox"/>		
		Price per Service: \$5,000.00
		Sales and Use Tax (if applicable): \$
		TOTAL Compensation: \$5,000.00

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initiated by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER,

INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than \$1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University

Customer

Signature: _____

Signature: _____

Print Name: Kim Gibbons

Print Name: _____

Title: Director

Title: _____

Date: _____

Date: _____

Budget Code

01 E 005 204 414 185 000



Sent: 6/30/2022

Customized Presentation/ Coaching 1-Day Contract

between

Reclaiming Youth at Risk* and Duluth Public Schools, ISD 709

Contact Person: <u>Martha Lippitt</u>	Phone: <u>218-330-9423 (Martha)</u>
Address: <u>4316 Rice Lake Rd, Suite 108</u>	Phone: <u>218-336-8741 (office)</u>
<u>Duluth, MN 55811</u>	Email: <u>Martha.lippitt@isd709.org</u>
Dates of Training: <u>November 7, 2022</u>	Name of Trainer: <u>Stacy Kelsey</u>

Cost of Customized Presentation & Coaching:

- The host agency will pay Reclaiming Youth at Risk **\$3,500** [U.S. Dollars] for up to 6 hours of presentation in one day.
- The host agency will reimburse Reclaiming Youth at Risk for the **trainer's travel, lodging and meal expenses**, unless direct payment arrangements have been made in advance.

Reclaiming Youth at Risk will:

- Coordinate the training details with the contact person designated by the host agency.
- Secure a certified trainer and provide training for the dates indicated above.
- Invoice the host agency for the training fees and expenses as described above.

Host Agency will:

- Secure a suitable meeting room for this training.
- Provide appropriate AV equipment as needed. The trainer will have PowerPoint and DVDs on a personal computer, but will require projection equipment (LCD with sound/speakers), screen, and a lapel microphone (if applicable for the space).
- Provide refreshments for morning and afternoon breaks; at minimum bottled water for trainer/presenter.
- Assist with hotel reservations and travel arrangements for the trainer in consultation with the Reclaiming Youth at Risk contact person.
- If materials are requested, indicate number of participants to Reclaiming Youth at Risk contact person at least three (3) weeks in advance of the training to ensure adequate shipping time for training materials.
- **Pay Reclaiming Youth at Risk upon receipt of invoice and no later than 15 days after final day of training.** The invoice will reflect the actual number of participants / materials used; verified by trainer and attendance records.

Signed: Wendy Beukelman
Reclaiming Youth at Risk Representative

6/29/2022
Date

Signed: [Signature]
Host Agency Representative

7/13/22
Date

Return to: Reclaiming Youth at Risk, PO Box 650, Lennox, South Dakota 57039 USA

Contact Person: Wendy Beukelman
Phone: 1-605-906-4694 E-mail: wendy@growingedgetraining.com

Budget Code

01 E 005 420 372 366 000

Cancellation Policy: If the host agency cancels an event after signing a contract, the host agency will be responsible for reimbursing Reclaiming Youth at Risk for any and all costs incurred by Reclaiming Youth at Risk or the trainer at the time of cancellation (i.e., flight costs, shipping expenses, etc.) and must immediately return all training materials (if applicable) at the host agency's expense. If cancellation by the host agency occurs 15-30 days prior to the event, a fee of 25% of the contract fee will be assessed in addition to any expenses incurred. If the cancellation occurs less than 15 days prior to the event, a fee of 50% of the contract fee will be assessed in addition to any expenses incurred.

Revised March 2018



**Six Keys to Thriving Training
1-Day Contract**

between

Reclaiming Youth at Risk* and Duluth Public Schools, ISD 709

Contact Person: <u>Martha Lippitt</u>	Phone: <u>218-330-9423 (Martha)</u>
Address: <u>4316 Rice Lake Rd, Suite 108</u>	Phone: <u>218-336-8741 (office)</u>
<u>Duluth, MN 55811</u>	Email: <u>Martha.lippitt@isd709.org</u>
Dates of Training: <u>August 29, 2022</u>	Name of Trainer: <u>Stacy Kelsey</u>

Cost of Six Keys to Thriving Training:

- The host agency will pay Reclaiming Youth at Risk **\$3,500** [U.S. Dollars] for up to 6 hours of presentation in one day.
- Materials are not required for this training, however, it is recommended that participants purchase the textbook, *Reclaiming Youth at Risk: Evidence-based Essentials*.
- The host agency will reimburse Reclaiming Youth at Risk for the **trainer's travel, lodging and meal expenses**, unless direct payment arrangements have been made in advance.
- The host agency will reimburse Reclaiming Youth at Risk for actual **shipping costs** for textbooks if materials are requested..

Reclaiming Youth at Risk will:

- Coordinate the training details with the contact person designated by the host agency.
- Secure a certified Six Keys trainer and provide training for the dates indicated above.
- Invoice the host agency for the training fees and expenses as described above.

Host Agency will:

- Secure a suitable meeting room for this training.
- Provide appropriate AV equipment as needed. The trainer will have PowerPoint and DVDs on a personal computer, but will require projection equipment (LCD with sound/speakers), screen, and a lapel microphone (if applicable for the space).
- Provide refreshments for morning and afternoon breaks; at minimum bottled water for trainer/presenter.
- Assist with hotel reservations and travel arrangements for the trainer in consultation with the Reclaiming Youth at Risk contact person.
- If materials are requested, indicate number of participants to Reclaiming Youth at Risk contact person at least three (3) weeks in advance of the training to ensure adequate shipping time for training materials.
- **Pay Reclaiming Youth at Risk upon receipt of invoice and no later than 15 days after final day of training.** The invoice will reflect the actual number of participants / materials used; verified by trainer and attendance records.

Signed: Wendy Beukelman
Reclaiming Youth at Risk Representative

6/29/2022
Date

Signed: [Signature]
Host Agency Representative

7/21/22
Date

Return to: Reclaiming Youth at Risk, PO Box 650, Lennox, South Dakota 57039 USA

Contact Person: Wendy Beukelman
Phone: 1-605-906-4694 E-mail: wendy@growingedgetraining.com

Cancellation Policy: *If the host agency cancels an event after signing a contract, the host agency will be responsible for reimbursing Reclaiming Youth at Risk for any and all costs incurred by Reclaiming Youth at Risk or the trainer at the time of cancellation (i.e., flight costs, shipping expenses, etc.) and must immediately return all training materials (if applicable) at the host agency's expense. If cancellation by the host agency occurs 15-30 days prior to the event, a fee of 25% of the contract fee will be assessed in addition to any expenses incurred. If the cancellation occurs less than 15 days prior to the event, a fee of 50% of the contract fee will be assessed in addition to any expenses incurred.*

Budget Code

01 E 005 420 372 366 000

Revised March 2018



ADDENDUM A Terms of Teleservices Assignment

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

Assignment Details

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

Telepractitioner:	Nadia Iftekhhar	
Client:	Duluth Public Schools	
Assignment Start Date:	6-13-22	Assignment End Date: 8-2-22
Position:	DHH	
Hours per Week:	12	
Bill Rate per Hour	\$ 97.50	<i>Bill Rate is all-inclusive^(a)</i>
Technology Fee:	\$ NA	

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

Miscellaneous: Not Applicable

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant Health in writing within three (3) business days of alleged failure. Client's failure to notify Soliant Health in writing within three (3) days period shall negate any Client invoicing dispute.

Duluth Public Schools

SOLIANT HEALTH, LLC

DocuSigned by:

 Client Representative Signature _____ Date 7/14/2022

DocuSigned by:

 Soliant Health Signature _____ Date 5/25/2022

John Magas
 Print Name

William McCrary
 Print Name

Superintendent of Schools
 Title

William McCrary
 Title



ADDENDUM B Teleservices Provisions

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

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

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

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

Duluth Public Schools

DocuSigned by:

 Client Representative Signature 7/14/2022
 Date

John Magas

Print Name

Superintendent of Schools

Title

SOLIANT HEALTH, LLC

DocuSigned by:

 Soliant Health Signature 5/25/2022
 Date

William McCrary

Print Name

William McCrary

Title



**ADDENDUM C
Duties and Responsibilities**

Duties and Responsibilities

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

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

Duluth Public Schools

SOLIANT HEALTH, LLC

DocuSigned by:

 Client Representative Signature _____ Date 7/14/2022

DocuSigned by:

 Soliant Health Signature _____ Date 5/25/2022

John Magas

 Print Name

William McCrary

 Print Name

Superintendent of Schools

 Title

William McCrary

 Title



ADDENDUM D
VocoVision Equipment Policies

VocoVision Damaged Equipment Policy

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

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

Please initial 

Packaging

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

Please initial 



GPI_MTX

MAPT/DULUTH PUBLIC SCHOOL #709
 ACCOUNTS PAYABLE-CONFIDENTIAL
 215 N 1ST AVE E
 DULUTH, MN 55802

July 1, 2022

Dear Valued Client,

Thank you for choosing our company for your employee wellness and testing needs.

Our primary goal is to provide you with dependable and timely laboratory information. We know you rely on our company to offer the latest in employee wellness and testing while continually enhancing its services and information delivery. Achieving these goals requires a considerable investment in technology, facilities, equipment and people. Due to recent inflation, we are raising workplace drug test fees to offset rising supply, operational and labor costs.

The existing agreement for drug testing products and services between Laboratory Corporation of America Holdings and/or its wholly-owned subsidiary, MedTox Laboratories, Inc. and your company is hereby amended and you agree to the following:

Effective 8/1/2022 your current fees will increase 7%.

If you disagree with any of the above terms you must contact us in writing no later than thirty (30) days from the date of this letter. If you do not contact us in writing within this period, and if you continue using the services, you will be deemed to have agreed to these terms.

If you have any questions regarding your fees, please contact your Client Success Manager or Labcorp Service Team (LESClientPricing@labcorp.com). We appreciate your continued business and look forward to serving you and your company.

Sincerely,

Laboratory Corporation of America
 and its subsidiary MedTox Laboratories, Inc.

John Magas, Superintendent

7/21/22



Brett Mensing <brett.mensing@isd709.org>

RE: Duluth Public Schools Agreement (665600)

1 message

LESClientPricing <LESClientPricing@labcorp.com>
 To: Brett Mensing <brett.mensing@isd709.org>

Wed, Jul 20, 2022 at 4:49 PM

Good evening,

The pricing requested is listed below.

Test Code	Test Description	Effective Date	Fee
15223	DOT PANEL	8/1/2022	\$ 17.13
88903	5 PANEL+OXY	8/1/2022	\$ 20.12
89700	5 PANEL+OXY	8/1/2022	\$ 16.37
89740	10 PANEL+OXY+6MAM	8/1/2022	\$ 21.40
89763	5 PANEL+OXY+6MAM	8/1/2022	\$ 21.40
90700	5 PANEL	2/7/2022	\$ 16.01

Thanks,

Danielle LaDoucer

Account Setup & Implementation Supervisor

Labcorp Employer Services

Tel: +1 (651)-638-8771

402 West County Road D

Saint Paul, MN 55112

www.labcorp.com



From: Brett Mensing <brett.mensing@isd709.org>
Sent: Monday, July 18, 2022 3:10 PM
To: LESClientPricing <LESClientPricing@labcorp.com>
Subject: [External] Re: Duluth Public Schools Agreement (665600)

EXTERNAL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good afternoon, Danielle,

If you could send a list of updated pricing effective 8/1/22, that would be great.

Thank you!

-Brett

On Mon, Jul 18, 2022 at 3:08 PM LESClientPricing <LESClientPricing@labcorp.com> wrote:

Hello Brett,

We do not currently have a contract or agreement on file for your account. To confirm, would you like a contract established for your account going forward or are you looking for a list of updated pricing effective 8/1/2022?

Thanks,

Danielle LaDoucer

Account Setup & Implementation Supervisor

Labcorp Employer Services

Tel: +1 (651)-638-8771

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Island Sea Recording, 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 5/1/21 and shall remain in effect until 6/30/22, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ hourly and \$ 2000⁰⁰ 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: Terrell Mungin, 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)

2117 E 5th Street Superior WI 54880

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.

X _____
 Contractor Signature _____ SSN/Tax ID Number _____ Date _____
 Jerome Upton _____
 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	220	298	000	305	432
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

_____ John Magaz _____
 CFO Superintendent of Schools / Board Chair Date 7/21/22

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Patrick Mulcahy, 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 January 7th and shall remain in effect until December 31st, 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.** *(insert or attach a list of programs/services to be performed by contractor)*
Theater Lighting/Design

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 \$2500 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: Brett Munsing, 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) 4024 Gilliat St, 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:

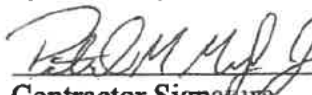

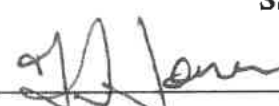

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

 _____  _____ 6/7/22
 Contractor Signature SSN/Tax ID Number Date
 Greg Jones/Peter Froehlingsdor  /  _____ 1/7/22
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds (Drama - ^{Theater}Lighting Design)

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

 _____ 7-6-22
 CFO / Superintendent of Schools / Board Chair Date

Contract Number: LSC-2022-024445

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

INTER-AGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM (DAE) (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 and/or ENGL/READ 0955 during the 2022-23 academic year. DAE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

Provide and fund supplemental/integrated instruction and instructional support for a maximum of three (3) sections of MATH 0950/MATH 0955 during the 2022-23 academic year.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of 0.4 FTE.

Provide four (4) hours of digital literacy lab support weekly for sixteen (16) weeks during the fall 2022 and sixteen (16) weeks during the spring 2023 semesters, for a total of 128 hours on the LSC campus.

Provide 2-hour workshops monthly four (4) times per fall 2022 and four (4) times per spring 2023 semesters on digital literacy topics critical for student success, for a total of sixteen (16) hours on the LSC campus.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

STATE AGENCY will invoice at the end of each academic semester.

STATE AGENCY will provide training to LSC's advisors relating to services.

b. MINNESOTA STATE 'S DUTIES. MINNESOTA STATE shall:

Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desk top computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Provide DAE cleaning materials for sanitizing their common areas after use.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by STATE AGENCY pursuant to this Agreement shall be paid by the MINNESOTA STATE as follows:

Reimburse STATE AGENCY for expenses up to, and not to exceed, an amount of Seven Thousand Six Hundred and 00/100 Dollars (\$7,600.00) for instructional staff during the 2022-23 academic year.

- b. Terms of Payment. Payment shall be made by MINNESOTA STATE within thirty (30) days after the STATE AGENCY has presented invoices for services performed to Lake Superior College.
3. CONDITIONS OF PAYMENT. All services provided by STATE AGENCY pursuant to this Agreement shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its Authorized Representative.
4. TERMS OF AGREEMENT. This agreement shall be effective August 17, 2022, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2023, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. AUTHORIZED REPRESENTATIVES.

- a. MINNESOTA STATE'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Linda Kingston, Vice President ASA
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: +1 218-733-7637
E-Mail: linda.kingston@lsc.edu

- b. The STATE AGENCY'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Angie Frank, Duluth Adult Education Manager
Address: 215 N 1ST AVE E, DULUTH, Minnesota 55802-2069
Telephone: +1 218-336-8725
E-Mail: angie.frank@isd709.org

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.
10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by STATE AGENCY, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

STATE AGENCY hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. STATE AGENCY shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by STATE AGENCY, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by STATE AGENCY, its employees and any subcontractors and STATE AGENCY, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of STATE AGENCY obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

- b. STATE AGENCY represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.
12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.
13. OTHER PROVISIONS. None.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. STATE AGENCY

INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM

By (authorized signature) John Magas
DocuSigned by: <i>John Magas</i> 2912049A0D144C...
Title Superintendent
Date 7/21/2022 10:17:55 AM CDT

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature) Lynn M. Lindahl
DocuSigned by: <i>Lynn M. Lindahl</i> 57E37E4C7888495
Title Administrative Assistant, LAS
Date 7/21/2022 10:20:12 AM CDT

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

By (authorized signature) Linda Kingston
DocuSigned by: <i>Linda Kingston</i> E6F6FB02A317472...
Title VP, Academic & Student Affairs
Date 7/25/2022 11:59:02 AM CDT

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement) Nickoel Anderson
DocuSigned by: <i>Nickoel Anderson</i> 7E79A526C85D4E7
Title Director of Business Services
Date 7/25/2022 12:00:45 PM CDT

Budget Code
01 E 005 211 000 394 200

LEASE AGREEMENT

TOTAL AMOUNT: \$31,000

THIS LEASE AGREEMENT is made by Duluth Public Schools, ISD #709, 4316 Rice Lake Road, Duluth MN, 55811, hereafter referred to as "TENANT", and Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807, hereafter referred to as "LANDLORD".

WHEREAS, Udac, Inc, desires to partner with the TENTANT to provide space and opportunity for community benefit, and whereas, the TENANT is in need of space and capacity to provide space and programming for educational departments and programs, and

WHEREAS, Udac, Inc. has under its control the building located at 4724 Mike Colalillo Drive, Duluth, MN 55807 ("**Building**"), and has space in its building, and

WHEREAS, TENANT intends to use the space for Early Childhood Screening Program. See #4.

NOW THEREFORE, the LANDLORD and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. LEASED PREMISES.

The LANDLORD grants and TENANT accepts the lease of the following described space ("**Leased Premises**") located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately **2500** square feet in the "BUILDING"

<u>Location:</u>	<u>Size:</u>	<u>Use:</u>
Rooms 206-209	2,504	Services

By mutual agreement, the LANDLORD and TENANT may modify size and location of Leased Premise during the term of the agreement by creating an amendment to this lease. If no amendment is transacted, it is deemed that the TENANT may use modified space under the current provisions of this agreement with no additional charges.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and the LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 The LANDLORD reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof,

conduits, heating and cooling and other structural elements. LANDLORD may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided LANDLORD makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. The LANDLORD shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for visitors or any unmarked space during the term of this Lease. Subject to pro rata share as determined by the LANDLORD.

2. TERM.

The term of this Lease Agreement shall commence on **December 1, 2021** (“Commencement Date”), and end on **June 30, 2022**, with 2 years of automatic renewals for July 1, 2022-June 30, 2023, and July 1, 2023-June 30, 2024. Either party may terminate based on section 5.1.

3. PAYMENT OF RENT.

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to the LANDLORD the sum of \$1000.00/month for the term of the Lease Agreement.

3.2 Upon mutual agreement, the LANDLORD and TENANT may extend the provisions of this lease agreement for a future term by providing an AMENDMENT to this lease agreement and both parties sign and attach. Without such AMENDMENT, this agreement sunsets upon the end date in Section 2.

Lease Period	Monthly Payment	Total due over Term
December 1, 2021 – June 30 1, 2024	\$1000	
Total		\$31,000

The TENANT, upon execution of the agreement, will provide payment within 30 days to keep current within the term of agreement. The TENTANT will process a monthly payment within 5 days of the applicable month of the term.

4. USE.

TENANT shall use and occupy the Leased Premises only for agreed uses for programs and departments overseen by Duluth Public Schools, and for no other purposes without the LANDLORD’s prior written consent for each instance.

5. TERMINATION.

5.1 This Lease may be terminated by the LANDLORD or TENANT with or without cause at any time upon giving sixty (60) days prior written notice of such termination.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

- a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to the LANDLORD by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.
- b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by the LANDLORD without notice to TENANT or to any other person and without obligation to account for them.

6. DUTIES OF LANDLORD.

The LANDLORD shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. LANDLORD will work with TENANT regarding changes to duties, and changes will be determined by LANDLORD. LANDLORD shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities

6.2. Janitorial and Trash Removal Service – Maximum of Weekly

6.3 Hazardous Waste Removal and Disposal

6.4 Maintenance

6.5 Repairs

6.7 Delivery of Leased Premises

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

7. DUTIES OF TENANT.

7.1. The TENANT agrees to:

- 7.1.1. Maintain the Lease Premises in a reasonably clean and sanitary condition.
- 7.1.2. Observe energy conservation practices to prevent waste of utilities.
- 7.1.3. Comply with all applicable municipal, county and state laws and ordinances.
- 7.1.4. Secure and protect leased premises areas.
- 7.1.5. Seek approval to install or place signage in areas outside of the leased premises.
*Subject to approval by LANDLORD.
- 7.1.6. Provide furniture, fixtures, and equipment to operate in the leased premises, determined by LANDLORD
- 7.1.7. Abide by LANDLORD policies on smoking and common space protocols. Policies and rules are subject to change by LANDLORD.

8. ALTERATION OF LEASED PREMISES.

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LANDLORD.

9. ASSIGNMENT AND SUBLETTING.

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. LANDLORD ACCESS.

The LANDLORD's employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. INSURANCE. TENANT will provide a current Certificate of Liability Insurance to LANDLORD.

12. LIABILITY.

The LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The LANDLORD's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

13. PERSONAL PROPERTY RISK.

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and the LANDLORD shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

14. DAMAGE BY FIRE OR OTHER CASUALTY.

If all or a substantial part of the Leased Premises is rendered untenable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), the LANDLORD shall have the option, at its sole and absolute discretion, to either:

- a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall the LANDLORD have any obligation: 1) to make repairs or restoration beyond

the extent of insurance proceeds received by the LANDLORD for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If the LANDLORD elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall the LANDLORD be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

- b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If the LANDLORD elects to terminate the Lease Agreement, LANDLORD shall notify TENANT in writing within 60 days of the date of the Casualty.

15. HOLDING OVER.

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

18. BUILDING AND LEASED PREMISES ACCESS AND HOURS.

The LANDLORD shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT.

19. NOTICES.

All notices, requests, and other communications between the LANDLORD and TENANT that are required or that the LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by letter sent addresses in paragraph one of this agreement.

Signature Block is on Next Page

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

TENANT: Independent School District No. 709

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

By: Catherine Erickson
Catherine Erickson

Its: _____
Chief Financial Officer

Date: July 28, 2022

LANDLORD: Udac, Inc.

By: Karen Herman
Karen Herman

Its: _____
Executive Director

Date: July 28, 2022



4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Invoice

Date	Invoice #
7/28/2022	ISD -rent-202

Bill To:
ATTN: Accounts Payable
ISD 709 Early Childhood Screening

Hours	Description	Date	Rate	Amount
7	Rental Space	12/1/2021-6/30/2022	\$1,000.00	\$7,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total Due \$7,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807



4724 Mike Colalillo Drive
Duluth, MN. 55807
Ph: 218-722-5867 Fax: 218-722-0209

Invoice

Date	Invoice #
7/28/2022	ISD -rent-201

Bill To:

ATTN: Accounts Payable
ISD 709 Early Childhood Screening

reoccurring monthly rental payment
July 1, 2022 - June 30, 2023
Due by the 10th of each month

Hours	Description	Date	Rate	Amount
1	Rental Space	7/1/2022-6/30/2023	\$1,000.00	\$1,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Total Due \$1,000.00

PLEASE REMIT PAYMENT TO: UDAC
4724 Mike Colalillo Drive
Duluth, MN. 55807

**WASHINGTON CENTER LEASE AGREEMENT
BETWEEN THE CITY OF DULUTH
AND
INDEPENDENT SCHOOL DISTRICT NO. 709**

THIS LEASE AGREEMENT (this "Agreement") is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the "City"), and INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision ("ISD 709" or "Tenant").

WHEREAS, the City owns a portion of the Washington Center building, located at 310 North First Avenue West, Duluth, Minnesota 55806, and is the beneficiary of easements over and across certain portions of the Washington Center building and the land on which it is located (the "Washington Center");

WHEREAS, Tenant is a public corporation and political subdivision duly organized and existing under the laws of the State of Minnesota;

WHEREAS, part of Tenant's mission (its "Mission") is to provide information and support for parents and their young children from birth through three (3) years of age through educational programs;

WHEREAS, Tenant desires to lease office space at Washington Center, to use for the advancement of its Mission and related services to the community at large (the "Services"); and

WHEREAS, the City desires to lease to Tenant portions of the Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

I. LEASED PREMISES

A. The terms "Exclusive Space" (defined below) and "Non-Exclusive Space" (defined below) shall collectively be referred to in this Agreement as the "Leased Premises." Subject to the terms and conditions set forth in this Agreement, the City demises and leases the Leased Premises to Tenant.

1. Tenant shall have exclusive use of the following rooms in Washington Center (the "Exclusive Space"):

Program	Room	Square Footage

Early Childhood Family Education (“ECFE”)	110	840
Duluth Head Start	112	830
ECFE	114	800
ECFE	116	810
Total		3,280

The “Exclusive Space” is depicted on the attached Exhibit A and includes the storage space within the locker room and showers adjacent to the former pool, as further identified in orange on Exhibit A (the “Storage Space”).

2. Tenant shall not be charged rent to use the Storage Space, but notwithstanding anything to the contrary within this Agreement, Tenant’s right to use the Storage Space shall be subject to termination by the Manager (defined below) at any time in the Manager’s sole discretion. The Manager shall also have the sole discretion to terminate Tenant’s right to use the Storage Space and identify an alternative space or spaces for Tenant to use for storage purposes. If the Manager identifies an alternative space or spaces for Tenant’s use, the alternative space(s) will become a part of the Exclusive Space under this Agreement and a new Exhibit A shall be attached to and become a part of this Agreement to reflect the change.

3. Tenant shall have non-exclusive use of (i) the following indoor areas located on the first floor of the Washington Center: kitchen, hallways, public bathrooms, gymnasium, and conference rooms; and (ii) the following outdoor areas of the Washington Center: the parking lot, sidewalks, entryways, green space and playground area (collectively, the “Non-Exclusive Space”).

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement “as is” in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises or Washington Center, or any personal property on or inside Washington Center is suitable for any purpose.

C. Tenant may only use the Leased Premises in furtherance of providing the Services.

D. Tenant acknowledges and agrees that (i) Tenant will use the Leased Premises to provide the Services; (ii) Tenant shall not interfere with other parties’ right to use the Non-Exclusive Space, except when Tenant has reserved some portion of the Non-Exclusive Space for its exclusive use as permitted by this Agreement.

E. Tenant’s rights with respect to the Leased Premises are subject to the terms set forth in the Restated and Amended Easement Agreement dated April 21, 1995 between the City, Artspace Projects, Inc. and Washington Studios Limited Partnership, a copy of which has been provided to Tenant (the “Easement Agreement”).

II. TERM OF AGREEMENT.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2022, and shall expire on August 31, 2025, unless terminated early as provided for herein (the "Term").

III. RENT AND RESERVATION OF NON-EXCLUSIVE SPACE.

A. Rent. Partial consideration by Tenant to the City for this Agreement shall be the public benefit provided by the Services. Therefore, the City agrees to a reduced rent rate from current market rent rates, in the following amounts for the following time periods (plus additional charges for periodic use of Non-Exclusive Space as set forth below):

1. For the period September 1, 2022 through August 31, 2023, Tenant shall pay rent equal to \$4.87 per square foot, for base monthly rent in the amount of \$1331.13 ($\$4.87 \times 3,280$ sq. ft/12 months).

2. For the period September 1, 2023 through August 31, 2024, Tenant shall pay rent equal to \$5.11 per square foot, for base monthly rent in the amount of \$1,396.73 ($\$5.11 \times 3,280$ sq. ft/12 months).

3. For the period September 1, 2024 through August 31, 2025, Tenant shall pay rent equal to \$5.37 per square foot, for base monthly rent in the amount of \$1,467.80 ($\$5.37 \times 3,280$ sq. ft/12 months).

4. For the period September 1, 2022 through August 31, 2025, Tenant shall pay \$100.00 per month for garbage and recycling service.

5. Full rent payments shall be due and payable, in advance, on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Auditor, Room 120 City Hall, 411 W. First Street, Duluth, Minnesota 55802. Rent payments shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms. Use of the conference rooms located in the Non-Exclusive Space (the "Conference Rooms") must be scheduled and approved in advance by the City's Manager of Parks and Recreation or his or her designee (the "Manager"). Use of the Conference Rooms is subject to availability, and Tenant is not guaranteed priority of its reservation requests. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Conference Rooms should an unforeseen scheduling conflict arise. Use of the Conference Rooms shall be without additional charge if prior written approval is properly obtained in advance by Tenant. All meetings and events held in the Conference Rooms must meet the following criteria:

1. The meeting or event must be directly related to the Services.
2. At least one designated key holder of Tenant (a person who was directly assigned a key from the City's Property & Facilities Manager, or his/her designee (the

“Property Manager”) must be present for the entire duration of the event or meeting.

3. Tenant shall follow all security measures, criteria and protocol established by the Property Manager, who may unilaterally change security measures, criteria and protocol during the Term (defined below).
4. Tenant is not permitted to store or leave any items in the Conference Rooms.

C. **Gymnasium.** Subject to availability, use of the gymnasium (the “Gymnasium”) must be scheduled and approved by the Manager. The Manager reserves the exclusive right to cancel and/or reschedule Tenant’s use of the Gymnasium should an unforeseen scheduling conflict arise. Use of the Gymnasium shall be charged at the then-current council-approved fee schedule. All rent for use of the Gymnasium shall be deposited into Special League Fund 210-030-3190-4625-07.

D. **Bathroom Near Room 110.** Use of the bathroom across the hall from Room 110 shall be non-exclusive and without charge as long as ISD 709 provides, at its sole expense, all daily cleaning and routine maintenance necessary to properly operate and maintain said bathroom in a safe, clean, and reasonable state of repair. ISD 709 shall provide, at its sole expense, those items required for the daily operation, maintenance, and cleaning of said bathroom, which includes but is not limited to, cleaning supplies, interior light bulbs, garbage bags, and paper products. The bathroom across the hall from Room 110 shall be open to the tenants, users and invitees of the Washington Center at all times and shall not be used or operated as a private bathroom of ISD 709 and its participants. If ISD 709 fails to perform the cleaning and maintenance duties outlined above regarding the bathroom across from Room 110, then said bathroom shall be closed to all tenants, users and invitees of the Washington Center, including ISD 709.

IV. TENANT RESPONSIBILITIES.

A. Tenant shall maintain the Exclusive Space in a safe and reasonable state of repair, normal wear and tear excepted, including cleaning of interior windows located in the Exclusive Space. Tenant shall thoroughly clean the kitchen located in the Non-Exclusive Space following each use by Tenant, and shall clean up after its own use of all other Non-Exclusive Space. Tenant shall remove and properly dispose of all trash and other waste it produces into Washington Center trash and recycling containers designated and/or provided by the City. Tenant will comply with the City’s recycling requirements established by the City’s Energy Coordinator, which are subject to unilateral change by the City during the Term.

B. Tenant shall keep the Leased Premises free from rodents, insects, and other pests. From time to time, the City may require Tenant to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of Tenant, unless the City determines, in its sole discretion, that another party is responsible for the infestation. It is further agreed that the City may pay a pest exterminating contractor on behalf of Tenant and

immediately collect the same from Tenant as additional rent, or reduce any amount owed to Tenant by City pursuant to this Agreement.

C. Tenant shall be responsible for maintaining its own personal property, including office related equipment in a safe, legal, and properly maintained manner at Tenant's sole expense. Tenant shall prohibit the use of any unsafe, illegal, or deficient equipment on the Leased Premises.

D. Tenant shall be solely responsible for any losses or damages caused by Tenant, including its employees, agents, volunteers, or program participants, to Washington Center, or to any personal property owned by the City or other third parties.

E. Tenant is solely responsible for storage, theft, and/or vandalism of the Exclusive Space and personal property, equipment, tools, and machinery.

F. Tenant will follow all established policies and procedures regarding safe and supervised usage of the Leased Premises and security for the Leased Premises, and will immediately report any concerns to the City.

G. Tenant shall provide adult supervision of its program participants by a qualified representative of Tenant at all times. Further, Tenant shall be responsible for any injuries or damages occurring to its participants when such participants are at Washington Center.

H. Tenant shall be responsible for installation and removal (at the end of this Agreement) of its signage on the Leased Premises. The size, design, location, and wording of all signage shall be subject to the approval of the Property Manager.

V. CITY'S RESPONSIBILITIES.

A. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, and sewer. The City shall, at Tenant's expense as set forth in paragraph III.A.4. above, provide garbage and recycling service

B. The City shall include Tenant on interior building directories and/or signage, if any. The City shall be responsible to maintain its signage within the Leased Premises.

C. Subject to the requirements of the Easement Agreement, the City shall, at its sole expense, provide major repairs and Non-Routine Maintenance to the structural and mechanical components of the Leased Premises, including, but not limited to, plumbing, electrical, HVAC roofing, windows and flooring systems. "Non-Routine Maintenance" shall be defined as major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

D. Except as otherwise provided in Section IV above, the City (or other third parties, pursuant to the Easement Agreement) shall be responsible for maintenance of the Non-Exclusive Space.

E. Tenant shall provide and install light bulbs for the light fixtures attached to the Exclusive Space. The City will provide and install light bulbs for the light fixtures in the Non-Exclusive Space, except that Tenant shall provide and install light bulbs for the bathroom across the hall from Room 110.

VI. INTENTIONALLY OMITTED.

VII. INDEPENDENT RELATIONSHIP.

Nothing in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Tenant as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. Tenant's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. Tenant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

VIII. INSURANCE.

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by Tenant throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant. Tenant shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth

coverage.” The City is an additional insured not subject to the “other insurance” condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

D. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

E. The City shall not be liable to Tenant for any injury or damage resulting from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from the negligence of any other person whatsoever.

IX. HOLD HARMLESS AND INDEMNIFICATION.

City and Tenant shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. The City’s and Tenant’s liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

X. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Tenant shall comply with the Minnesota Government Data Practices Act.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by Tenant. If Tenant receives a request to release data related to this tenancy and referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall immediately notify the City and consult with the City as to how Tenant should respond to the request. Tenant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Tenant’s unlawful disclosure or use of data protected under state and federal laws.

C. Tenant agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and the Services for six (6) years following the termination or expiration of this Agreement.

D. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the

date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

XI. INCIDENT REPORTS.

Tenant shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within Washington Center during the Term. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's current form of Incident Report is attached as Exhibit B.

XII. COMPLIANCE WITH LAWS.

A. Tenant shall make the Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center.

B. Tenant shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. Tenant shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. The Services provided at the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XIII. COMMUNICATIONS.

The parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

XIV. NOTICES.

Unless otherwise provided herein, notice to the City or Tenant shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street

Duluth, Minnesota 55806
(218) 730-4430

ISD 709
Attn: ECFE Director
215 North 1st Avenue East
Duluth, Minnesota 55802
(218) 336-8700, Ext. 1021

XV. CITY ACCESS.

A. After reasonable notice to Tenant by the City (except in the case of an emergency), Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Exclusive Space. Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. Tenant shall not change the locks or otherwise prohibit or inhibit the Manager's access to any portion of the Leased Premises.

B. The City's Properties and Facilities Management Department shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for Washington Center. Tenant shall comply with the City's Key Control Policy, a copy of which shall be provided to Tenant, and is subject to unilateral change by the City during the Term.

C. Tenant shall not make copies of any keys for Washington Center or the Leased Premises. All keys shall be promptly returned to the Property Manager upon termination or expiration of this Agreement.

XVI. TAXES.

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City under this Agreement. Tenant shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

XVII. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on the Leased Premises.

XVIII. TERMINATION OR EXPIRATION OF AGREEMENT.

A. General Provisions. Upon termination or expiration of this Agreement, Tenant shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Tenant took possession, normal wear and tear

excepted. All personal property remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days' written notice upon the other.

C. For Cause.

1. The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of occupants or neighbors of the Leased Premises would be placed in immediate jeopardy by the continuation of this Agreement or the occupancy of the Leased Premises by Tenant.

2. The City may unilaterally terminate or suspend this Agreement immediately if the City determines Tenant has or is violating any term of this Agreement. The City shall provide Tenant with written notice of such violation and shall allow Tenant thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to Tenant. In the event of a violation of this Agreement by Tenant, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the Leased Premises. The City may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Leased Premises and for attorney's fees.

3. Tenant may terminate or suspend this Agreement if Tenant determines that the City has or is violating any term of this Agreement. Tenant shall provide the City with written notice of such violation and shall allow the City thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied within thirty (30) days, then Tenant may terminate this Agreement immediately by serving written notice to the City.

XIX. ALTERATIONS AND IMPROVEMENTS.

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the Property Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached to this Agreement as Exhibit C. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

B. Tenant agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Leased Premises, Tenant will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction, alteration or improvement.

XX. GENERAL PROVISIONS.

A. The Leased Premises and Washington Center are a multi-use area requiring the cooperation of all users and all use is subject to the Easement Agreement. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that the Manager shall ultimately determine the appropriate use of the City-owned portion of Washington Center and shall prevail in any disputes between user groups.

B. The right of Tenant to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

C. The waiver by the City or Tenant of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

D. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. All previous lease agreements between the parties for any portion of the Washington Center are terminated.

E. Tenant agrees that it shall neither assign nor transfer any rights or obligations under this Agreement, nor sublet any portion of the Leased Premises.

F. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

G. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.

I. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and

be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

J. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below.

CITY OF DULUTH

**INDEPENDENT SCHOOL DISTRICT
NO. 709**

By: _____
Mayor

By: John Magas

Printed Name: John Magas, Superintendent

Attest: _____
City Clerk

Its: Duluth Public Schools

Date: 7/28/22

Date Attested: _____

Countersigned:

Budget Codes

EFCE: 04 E 005 580 325 370 000

Head Start: 04 E 005 579 285 370 000

City Auditor

Approved as to form:

City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District has decided to have the Contractor support Full-Service Community School strategies at three schools within the District: Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High Schools.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 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.

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

DCSC shall undertake the following activities:

1. Co-lead monthly district FSCS meetings with Assistant Superintendent, Site Principals, and DSCS Staff
2. Co-lead quarterly FSCS district steering committee meetings with monthly district attendees and parent/community representatives from each FSCS site
3. Guide the planning and implantation of FSCS.
4. Assist in implementing supportive policies and practices.
5. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes.
6. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
7. Remain focused on whole family; student and school based supportive policies and best practices.
8. Provide support, supervision and coaching of Site Coordinators.
9. Participate in stakeholder meetings and activities.
10. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.

11. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
12. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
13. Ensure proper background checks have been completed.
14. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information in compliance with the requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to foster community partnerships that promote wellness and school success for youth and families; creating a community of lifelong learners that embraces diversity. DCSC does not guarantee specific results. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools community schools.
2. Work with DCSC to use braided funding to ensure that a full time Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or his/her designees) to the Board of Directors for the DCSC.
4. DPS commits to organize internal meetings at the school sites and district-level to engage teachers, administrators and staff in the FSCS model.
5. It also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. It agrees to continue to implement the FSCS model and to work with DCSC to plan a continuum of solutions designed to significantly improve educational outcomes.
6. DPS agrees to inform DCSC regarding the Improvement Plans for individual community schools so that it may be included in the planning process.
7. Partner with DCSC in the design and delivery of FSCS.
8. Assist with collection and reporting of data when needed.
9. Support and facilitate collaborative grant writing opportunities that enhance DCSC activities.
10. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.

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. Payment. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contractor a one-time payment of \$12,500. Funding for this position is allocated through Minnesota Department of Education Full-Service Community School grant agreement.

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 Payment. 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;

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Duluth Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kelsey Gantzy Contractor Signature 41-2002724 SSN/Tax ID Number 7/13/22 Date

Kelsey Gantzy, Executive Director, DCSC Program Director Executive 7/13/22 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 16 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.

01	540	610	000	370	000
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

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

John May CFO / Superintendent of Schools / Board Chair 7/13/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District has decided to have the Contractor support Full-Service Community School strategies at three schools within the District: Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High Schools.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

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, 2024 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.

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

DCSC shall undertake the following activities:

1. Provide staff and establish diverse, sustainable funding and resource development.
2. Employ Site Coordinators for designated sites.
3. Build a community-wide scaffold of supports and strong partnerships of mutual expectation with educational providers.
4. Engage families and the community in driving education transformation.
5. Incorporate proven strategies and continually evaluate results.
6. Co-lead monthly district FSCS meetings with Assistant Superintendent, Site Principals, and DSCS Staff
7. Co-lead quarterly FSCS district steering committee meetings with monthly district attendees and parent/community representatives from each FSCS site
8. Guide the planning and implantation of FSCS.
9. Assist in implementing supportive policies and practices.
10. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes.

11. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
12. Remain focused on whole family; student and school based supportive policies and best practices.
13. Provide support, supervision and coaching of Site Coordinators.
14. Participate in stakeholder meetings and activities.
15. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.
16. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
17. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
18. Ensure proper background checks have been completed.
19. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information in compliance with the requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to foster community partnerships that promote wellness and school success for youth and families; creating a community of lifelong learners that embraces diversity. DCSC does not guarantee specific results.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools community schools.
2. Work with DCSC to use braided funding to ensure that a full time Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or his/her designees) to the Board of Directors for the DCSC.
4. DPS commits to organize internal meetings at the school sites and district-level to engage teachers, administrators and staff in the FSCS model.
5. It also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. It agrees to continue to implement the FSCS model and to work with DCSC to plan a continuum of solutions designed to significantly improve educational outcomes.
6. DPS agrees to inform DCSC regarding the Improvement Plans for individual community schools so that it may be included in the planning process.
7. Partner with DCSC in the design and delivery of FSCS.
8. Assist with collection and reporting of data when needed.
9. Support and facilitate collaborative grant writing opportunities that enhance DCSC activities.

10. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.

3B. Leadership Responsibilities: The school Principals, Site Coordinators, and Community School Coordinator will champion the community school strategy in the spirit of collaboration, shared vision and goals with a focus on common outcomes. They will integrate the community school strategy into the school vision and school improvement plan.

School Principal(s) Responsibility:

1. Provide leadership which supports integration of community services into the culture of school.
2. Participate in hiring, support and performance evaluation of Site Coordinator.
3. Ensure student assistance process reflects full integration of the community school partners and develop a clear communication and confidentiality process.
4. Participate in Community School Site Leadership Team meetings and activities.
5. Support integration of Site Coordinators through use of identified school resources (i.e. phones, computers, copiers, and appropriate curriculum support).
6. Provide reasonable space for the Site Coordinator and program activities that support the goals of a full-service community school.
7. Assist with provision of data when needed.
8. Agree to share appropriate information with DCSC staff to maximize student success. (Ensure proper releases are secured.)
9. Notify Site Coordinators and partners of grants that impact the full-service community school model.
10. Participate in collaborative grant writing opportunities that enhance program activities and the integration of the full-service community school model.

Community School Site Coordinator(s)

The following schools will have a full time Site Coordinator in the academic year 2022-2023 and 2023-2024:

- Myers-Wilkins Elementary- Position employed by DCSC
- Lincoln Park Middle School- Position employed by DPS
- Denfeld High School-Position employed by DCSC

The Community School Site Coordinator will be responsible for supporting the FSCS model at his or her site. The Site Coordinator will work in partnership with the Site-based Leadership Team, under the direction of the DCSC Executive Director and in collaboration with the school Principal to build a community of success. The Site Coordinator will work closely with students, school staff, families and community partners to facilitate connections, coordinate programs, ensure integration of school-community services and alignment of services with the goals and objectives of the DCSC and the Site-based Leadership Team's vision and mission.

The essential duties and responsibilities:

1. Support the alignment and successful implementation of a community school in partnership with the Site Leadership Team and based on the Site Plan.
2. Communicate FSCS' philosophy and programs to all stakeholders.

3. Work with members of the community school site leadership team to provide publicity and promotion of community schools, DCSC events and programs.
4. Partner with school staff to identify opportunities for community school programming to integrate, support, and reinforce teaching and learning during the school day.
5. Coordinate Site Leadership Team and event planning committees.
6. Participate in community committees and meetings that increase community engagement efforts.
7. Establish, maintain, and expand connections with community and other like-minded organizations, individuals and agencies.
8. Share relevant updates with DCSC Executive Director and Board, and work closely to ensure alignment of DCSC services with mission, goals, and objectives.
9. In collaboration with school staff, identify and facilitate parent leadership opportunities.
10. Conduct ongoing resource mapping and needs assessments.
11. Research, analyze and synthesize relevant data to provide suggestions for programmatic decisions maintaining a lens for access, equity and increase student achievement.
12. Participating as key member of the school faculty and staff team. This includes serving on relevant committees and supporting the Principal with his or her strategic vision for their school.
13. Attend meetings and professional development as required.

Supervision of Site Coordinators will be shared between the Program Director of DCSC and the school Principal. Annual evaluations will be completed in collaboration between the school principal and the Program Director of the DCSC.

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. Payment. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contract for its services and expenses in performing said obligations up to a sum not to exceed \$270,000.

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 Payment. 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. Payments shall be made in equal monthly installments of \$11,250.

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. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

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.

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Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
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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.

Nelson Hunter
Contractor Signature 41-2002724 SSN/Tax ID Number 7/13/22 Date

Nelson Hunter, DCSC Executive Director
Program Director Executive 7/13/22 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 16 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.

XX	XXX	XXX	XXX	XXX	XXXXXXX

Check if the contract will be paid using Student Activity Funds

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

John [Signature]
CFO / Superintendent of Schools / Board Chair 7/13/22 Date

M-W { 01 E 540 610 000 303 000 \$25,000 annual
\$50,000 contract

Denfeld { 01 E 540 610 000 304 000 \$55,000 annual
\$110,000 contract

01 E 215 ⁶⁰⁵ ~~2111~~ 317 305 000 \$55,000 annual
7/28/22

John W. [Signature]
Talk to me.