



Per Mar Security Services
 1910 E. Kimberly Rd.
 Davenport, IA 52807
 (563)359-3200

permarsecurity.com

Per Mar Security Services Basic Agreement

PER MAR SECURITY AND RESEARCH CORP. ("PER MAR") agrees to furnish CUSTOMER with installation and services described below:

CUSTOMER INFORMATION

Billing Name ("CUSTOMER"): ISD #709 Duluth Public Schools Billing Address: 4210 Airpark Blvd Billing City, State, ZIP: Duluth MN 55811 Contact Name: Dave Spooner Phone Number: 2183430275	Site Name ("Premises"): ISD #709 Duluth Public Schools - Facilities Management Site Address: 802 E Central Entrance Site City, State, ZIP: Duluth MN 55811-5 Email Address: david.spooner@isd709.org Salesperson: David Corder
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EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")

The following Equipment to be PER MAR Owned or CUSTOMER Owned under this Agreement: Burglary - PER MAR Owned Fire - PER MAR Owned	The following Services to be provided under this Agreement: Monitoring Open/Close with Schedule Radio Supervisory Other: Test Time Reports, Service on panel
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INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: \$1,261.88 (Plus applicable taxes) Deposit Due at Signing: \$0.00 Balance Due Upon Completion: \$1,261.88 PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.	Monthly Service Charge: \$105.00 (Plus applicable taxes) Initial Term: 12 Months Billing Cycle: Monthly Monthly service charge is due in advance of each billing cycle.
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SCOPE OF WORK

1- V128FBPT (Install in Maintenance Closet) 1 - LTE Fire Radio (Connect to Panel for communication) 1 - Zone Expander * Connect to termination block for all door contacts & fire zones

Terms & Conditions

1. The term of this Agreement is listed on page 1 and starts on the date Service is operative ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. PER MAR may increase the monthly service charges after the initial term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase.
2. CUSTOMER shall be responsible for sales tax, permits, false alarm fines or other charges relating to the installation of Equipment or the Services provided under this Agreement assessed by any governmental body.
3. A late fee of one and one-half percent (1.5%) per month will be applied to balances over thirty (30) days from invoice date. CUSTOMER is responsible for all collection costs incurred for unpaid bills, including reasonable attorney's fees.
4. When this Agreement includes inspection/testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm, Monday through Friday) unless specifically stated otherwise under Services provided area.
5. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of PER MAR.
6. When this Agreement includes cellular communicator futureproof protection, PER MAR will replace the cellular communicator as technology changes at no costs to CUSTOMER. When this Agreement includes cellular communication futureproof protection with batteries, PER MAR will also provide free batteries on panel and wireless sensors. CUSTOMER may also request one (1) inspection by PER MAR technician every twelve (12) months at no charge when cellular communicator futureproof protection is included herein.
7. CUSTOMER authorizes PER MAR to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. If any inspection bureau, any other authority having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. PER MAR is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
8. When this Agreement includes the use of a digital, internet or cellular/radio communicator for transmitting signals to a monitoring center, the CUSTOMER understands that a communicator uses standard telephone lines, internet service or cellular/radio towers for sending signals, and that the monitoring center will not receive signals when the transmission mode is cut, interfered with, shut down, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone, internet and service charges for internet and telephone lines, and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. PER MAR shall not be obligated to perform monitoring Services hereunder during any time when telephone lines, internet or cellular/radio towers are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER's premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify PER MAR of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any PER MAR Service Agreement. PER MAR recommends an alternate method of communication be added to the System.
9. If CUSTOMER defaults on the terms of this Agreement or cancels this Agreement before the end of the initial term, the balance of the amount due for the unexpired term will be immediately due and payable to PER MAR. CUSTOMER shall be liable for attorney's fees and costs incurred by PER MAR to enforce this Agreement. If CUSTOMER defaults or cancels this Agreement, PER MAR shall have no further obligation to perform under this Agreement and may remove any PER MAR owned equipment or alternately abandon all or any portion of the System.
10. PER MAR hereby warrants to CUSTOMER that the System will be installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, PER MAR will replace or repair the defective part without charge. This warranty is not assignable. This warranty does not cover any damage to the System caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than PER MAR, or any other cause other than normal wear and tear. **PER MAR MAKES NO IMPLIED OR OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** PER MAR does not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. Per Mar is not liable for consequential or incidental damages.
11. PER MAR, its representatives, successors, assigns, suppliers and/or the manufacturers of the Equipment used by PER MAR (collectively "PER MAR/SUPPLIERS") are not insurers. Payments provided under this Agreement are based solely on the value of the System set forth herein and are unrelated to the value of CUSTOMER's property or value of the contents thereon. PER MAR/SUPPLIERS shall not be responsible for and are released from all loss, damage or expense due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to, or receive any data at, the monitoring center) or the response time of third party emergency personnel. CUSTOMER agrees that if PER MAR/SUPPLIES is found liable for loss or damage due to failure of PER MAR/SUPPLIERS to perform any of the obligations herein, such liability shall be limited to the maximum sum of the greater of one thousand dollars (\$1,000.00) or the amount due PER MAR from CUSTOMER for the first one (1) year for Services under this Agreement collectively for PER MAR/SUPPLIERS. The provisions herein shall be the sole and exclusive remedy of CUSTOMER for any such liability of PER MAR/SUPPLIERS and CUSTOMER hereby waives all statutory, common law and other claims and remedies with respect thereto. The limitations of liability herein is reflected in the pricing of the System to be provided by PER MAR to CUSTOMER hereunder. CUSTOMER may obtain a higher limitation of liability from PER MAR by paying an additional fee to PER MAR. Agreeing to a higher limitation of liability does not mean that PER MAR/SUPPLIERS are insurers.
12. CUSTOMER agrees to indemnify, defend and hold harmless PER MAR/SUPPLIERS, from any loss, cost or expense, including reasonable attorneys' fees and costs, on account of any claim for economic losses, personal injury, including death, or property damage (real or personal) by any person or entity not a party to this Agreement arising out of or in connection with the operation or nonoperation of the System.
13. It is the responsibility of the CUSTOMER to maintain insurance covering risk of damage to CUSTOMER's premises and all property therein/thereon. CUSTOMER hereby releases PER MAR/SUPPLIERS for all losses, damages, claims, suits, legal proceedings and expenses ("Suit"): (i) covered by CUSTOMER's insurance policies; (ii) policy deductibles, copay percentage, or related limits; (iii) in excess of amounts paid by CUSTOMER's insurance; and (iv) due to underinsurance. As an inducement to PER MAR to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER's insurance company shall not have any right to subrogation against PER MAR/SUPPLIERS.
14. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. The CUSTOMER agrees that any Suit against PER MAR/SUPPLIERS must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. CUSTOMER waives the right to bring any class action against PER MAR/SUPPLIERS.



SECURITY SERVICES

Since 1953

Per Mar Security Services
1910 E. Kimberly Rd.
Davenport, IA 52807
(563)359-3200

permarsecurity.com

Per Mar Security Services Basic Agreement

PER MAR SECURITY AND RESEARCH CORP. ("PER MAR") agrees to furnish CUSTOMER with installation and services described below:

CUSTOMER INFORMATION

Billing Name ("CUSTOMER"): ISD #709 Duluth Public Schools	Site Name ("Premises"): ISD #709 - STC Main IVM
Billing Address: 215 N 1st Ave E	Site Address: 802 E Central Entrance
Billing City, State, ZIP: Duluth MN 55802	Site City, State, ZIP: Duluth MN 55811-5
Contact Name: Dave Spooner	Email Address: david.spooner@isd709.org
Phone Number: 2183430275	Salesperson: David Corder

EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")

The following Equipment to be PER MAR Owned or CUSTOMER Owned under this Agreement:	The following Services to be provided under this Agreement:
CCTV/Video - PER MAR Owned	CCTV Service Agreement Other: <u>Video Cradle Point</u>

INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: (Plus applicable taxes)	\$500.00	Monthly Service Charge: (Plus applicable taxes)	\$125.00
Deposit Due at Signing:	\$0.00	Initial Term:	6 Months
Balance Due Upon Completion:	\$500.00	Billing Cycle:	Monthly
PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.		Monthly service charge is due in advance of each billing cycle.	

SCOPE OF WORK

Additional notes: Cradle Point for STC IVM Camera Customer has Wi-Fi; No Devices needing Remote Viewing: 1 Existing building: Yes - Under Construction New construction: No Ceiling type: Open Server type: Machine On-Site System currently operational: No Sales rep: David Corder Customer/Business name: ISD #709 Duluth Public Schools Site contact: Dave Spooner Site contact phone: 2183430275 Site contact e-mail: david.spooner@isd709.org Site address: ISD #709 - STC Main IVM 802 E Central Entrance Duluth MN 55811-5541 Sale type: New System type: CCTV Lift equipment needed: 12 ft Ladder Site work orders: 1

15. This instrument contains the entire Agreement between CUSTOMER and PER MAR with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of PER MAR, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by PER MAR in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND PER MAR to be binding.
18. PER MAR shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

NOTICE OF RIGHT TO CANCEL (for residential customers only)

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by PER MAR of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to PER MAR at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the instructions of PER MAR regarding the return shipment of the goods at PER MAR'S expense and risk. If you make the goods available to PER MAR and PER MAR does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PER MAR, or if you agree to return the goods to PER MAR and fail to do so, then you remain liable for performance of all obligations under this Agreement.

CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

DocuSigned by:

Signed: <u>John Magas</u>	Superintendent	8/18/2022
SIGNATURE	TITLE	DATE

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: Susan M Richards Date: 9/1/2022

System installed and operative this 30th day of September, 2022

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LS



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Since 1953

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CCTV/Video - CUSTOMER Owned	CCTV Service Agreement Intelligent Video Monitoring (IVM) Monitoring

INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: (Plus applicable taxes)	\$4,500.00	Monthly Service Charge: (Plus applicable taxes)	\$185.00
Deposit Due at Signing:	\$0.00	Initial Term:	24 Months
Balance Due Upon Completion:	\$4,500.00	Billing Cycle:	Monthly
PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.		Monthly service charge is due in advance of each billing cycle.	

SCOPE OF WORK

Additional notes: Commercial Intelligent Video Monitored CCTV System - Additional Cam 1 - OpenEye 4TB Recorder 1 - Sightlogix Thermal Cameras (See Map) 1 - Wall Brackets 1 - Speaker *System will be installed at STC Main to over look E Parking lot near Old Central High Customer has Wi-Fi: No Devices needing Remote Viewing: 1 Existing building: Yes - Under Construction New construction: No Ceiling type: Open Server type: Machine On-Site System currently operational: No Sales rep: David Corder Customer/Business name: ISD #709 Duluth Public Schools Site contact: Dave Spooner Site contact phone: 2183430275 Site contact e-mail: david.spooner@isd709.org Site address: ISD #709 - STC Main IVM 802 E Central Entrance Duluth MN 55811-5541 Sale type: New System type: Intelligent Video Monitor Lift equipment needed: 12 ft Ladder Site work orders: 1

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19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
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READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

DocuSigned by:

John Magas

RC3EFAZAD8E9C4DE

Signed:

Superintendent

8/18/2022

SIGNATURE

TITLE

DATE

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: *Hope M Newton* Date: 8/26/2022

System installed and operative this 30th day of September, 2022

DS
LS

Sinnott Contracting, LLC

PO Box 16205
Duluth, MN 55816

Phone: (218) 626-1822
Fax: (218) 740-3465

To: Duluth Public School IDS 709	Contact: Dave Spooner
Address: 215 North 1st Avenue E Duluth, MN	Phone: 218-343-0275
Project Name: Lowell Courts	Bid Number:
Project Location: 2000 Rice Lake Road, Duluth, MN	Bid Date: 8/4/2022

Thank you for the opportunity to quote on your project.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove Existing Blacktop, Furnish/Install 12" CV Class #5 With Geotextile Fabric, Furnish/Install 3.0" Compacted MN Spec Bituminous	2,444.00	SF	\$9.25	\$22,607.00
2	Layout And Stripe 2.0" Court Lines	1.00	LS	\$800.00	\$800.00
3	Site Restoration	1.00	LS	\$1,500.00	\$1,500.00
4	Hoop Installation, Hoops Provided By Others	1.00	LS	\$2,600.00	\$2,600.00
Total Price for above Items:					\$27,507.00

Concrete Sidewalk Contingency

5	Remove/Replace Concrete Sidewalk Contingency	45.00	SY	\$195.00	\$8,775.00
Total Price for above Concrete Sidewalk Contingency Items:					\$8,775.00

Total Bid Price: \$36,282.00

Notes:

- "ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE"
- All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Sinnott Blacktop, LLC will not be held liable for damage caused by weather, unlocated power wires, or heavy equipment crossing existing pavements or concrete.

Payment Terms:

All overruns to be paid at the unit price above.
Sinnott Contracting, LLC. proposal shall become an integral document to any subcontract agreement.

This quote is effective for 2022 Season only if signed and returned to our office within fifteen days after Quote Date.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>John Magas</u> Signature: <u><i>John Magas</i></u> Date of Acceptance: <u>8/18/2022</u></p>	<p>CONFIRMED: Sinnott Contracting, LLC</p> <p>Authorized Signature: <u><i>Jon Mercier</i></u> Estimator: Jon Mercier JonM@sinnottblacktop.com 8/18/2022</p>
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DocuSigned by:
Laurie Smith-Tremble
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10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimtele.com

David J. Spooner,
Shawn Roads,

Duluth East High School
Price Quotation
October 17, 2022

Daktronics Outdoor Baseball Scoreboard

DESCRIPTIONS	Quant.	Unit.	Total
1. Daktronics BA-2030-21 (LED) Deluxe Baseball Scoreboard. Includes AS-5010 console controller, border stripe, Wireless control, battery pack, team name And carry case. Size (6'-6" h x 20' w x 8" d)	1	13,250	\$13,250
2. ID/Sponsor panel 30"H x 20"W non backlit Includes initial artwork with order.	1	2,105	2,105
Shipping			850
Installation and training*			6,425
Total			\$22,630

W/ Blue tooth option \$23,135.00 off

*Prices includes removal of existing scoreboard, adding extensions to existing pole, mounting new scoreboard on existing poles, mounting panel, test out and training. School responsible for existing structure supporting new scoreboard. Electrical disconnect and reconnect is responsibility of customer and must be installed by licensed electrician.

***Options**

MX-1 Blue Tooth control \$505

Other Information

Warranty (5) five years

Lead time (24-26) weeks

* Payment 30% with order; balance due net (30) thirty days

Prices valid (60) sixty days

* Prices do not include MN State and City Sales Taxes

* Sales Taxes will be added to invoices unless ST-3 Forms are provided at time of order

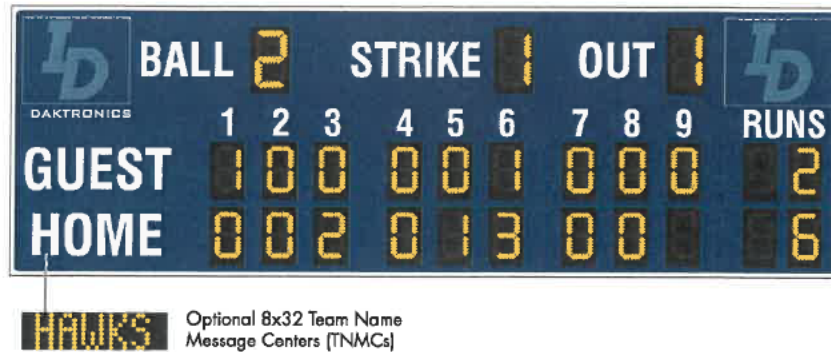
Brian Grandstrand

Brian Grandstrand
AIM Electronics, Inc.

Simone Zurich

Simone Zurich
Duluth Public Schools Executive Director

DAKTRONICS BA-2030 PRODUCT SPECIFICATIONS



Optional 8x32 Team Name
Message Centers (TNMCs)

This outdoor LED baseball/softball scoreboard displays HOME and GUEST team scores for up to nine innings, total RUNS to 99, BALL to three, STRIKE to two and OUT to two. Scoreboard shown with optional striping and amber PanaView® digits.

		VINYL CAPTIONS (STANDARD)	TNMCs & VINYL CAPTIONS
POWER (120 VAC)*	Red/Amber Digits	230 Watts, 2.0 Amps	300 Watts, 2.5 Amps
	White Digits	500 Watts, 4.2 Amps	660 Watts, 5.5 Amps
UNCRATED WEIGHT		600 lb (272 kg)	680 lb (308 kg)
DIMENSIONS		6'-6" H x 20'-0" W x 8" D (1.98 m, 6.10 m, 203 mm)	

*Scoreboard requires a dedicated circuit. Models with 240 VAC power at half the indicated amperage are also offered (International Use Only).

DIGITS

- BALL, STRIKE and OUT digits are 18" (457 mm) high. All other digits are 15" (381 mm) high.
- Select red, amber, or white LED digits. Scoreboard may instead have mixed LED digit colors (see [DD1965467](#)).
- Scoreboard features robust weather-sealed digits (see [DD2495646](#)).
- Digits may be dimmed for night viewing.

DISPLAY COLOR

Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

CONSTRUCTION

Alcoa aluminum alloy 5052 for excellent corrosion resistance

CAPTIONS

- HOME and GUEST captions are 12" (305 mm) high. BALL, STRIKE and OUT captions are 10" (254 mm) high. All other captions are 8" (203 mm) high.
- Standard captions are vinyl, applied to the display face.
- Optional TNMCs are 10.6" (269 mm) high.

PRODUCT SAFETY APPROVAL

ETL-listed to UL 48, tested to CSA standards, and CE-labeled

OPERATING TEMPERATURES

- Display: -22° to 122° Fahrenheit (-30° to 50° Celsius)
- Console: 32° to 130° Fahrenheit (0° to 54° Celsius)

WWW.DAKTRONICS.COM E-MAIL: SALES@DAKTRONICS.COM

201 Daktronics Drive, PO Box 5128, Brookings, SD 57006
Phone: 1-800-325-8766 or 605-692-0200 Fax: 605-697-4746
DD2467046 091420 Page 1 of 7



DAKTRONICS BA-2030 PRODUCT SPECIFICATIONS

CONTROL CONSOLE	CONTROL OPTIONS
All Sport® 5000 (see SI-03991)	Wired (standard): Two-pair shielded cable of 22 AWG minimum is required. A cover plate with mounted connector and standard 2" x 4" x 2" (51 mm x 102 mm x 51 mm) outlet box is provided. Connector mates with signal cable from control console.
	Wireless (optional): 2.4 GHz spread spectrum radios feature 64 non-interfering channels and 8 broadcast groups (see SI-04370).
DAK Score & MX-1 (see DD3888368)	CUSTOMER-SUPPLIED mobile device or tablet with DAK Score app installed communicates via Bluetooth® wireless technology to an MX-1 Interface Box that controls the scoreboard through 2.4 GHz radio or wired connection.

MOUNTING

Scoreboard is typically mounted on two vertical beams or poles. Hardware to mount scoreboard on two beams is included; hardware for more beams is at additional cost. Standard mounting uses I-beam clamps. Optional mounting method using angle brackets is also offered; maximum beam width is 12" (305 mm) and maximum beam depth is 22" (559 mm). Refer to attached drawings for more information on mounting methods.

SERVICE ACCESS

Digit panels and electronics are serviced from the front of the scoreboard.

GENERAL INFORMATION

Scoreboard provides scoring capabilities for two teams. 100% solid state electronics are housed in an all aluminum cabinet. Scoreboard is shipped in one section. Scoreboard power is to be provided on a dedicated circuit to prevent loss of game information due to failure of another component on the circuit. Specifications and pricing are subject to change without notice.

OPTIONS & ACCESSORIES

- Scoreboard border striping
- Multiple caption and striping colors (see [DD2101644](#))
- Team name caption in place of HOME *
- Team names on changeable panels *
- Programmable Team Name Message Centers (see [DD1696958](#))
- Two 2'-1" (635 mm) tall x 2'-7" (787 mm) wide logo/ sponsor areas. Copy is applied to the display face.
- Individual digit protective screens (see [SI-04939](#))
- Protective netting (see [DD2690927](#))
- Optional angle bracket mounting method
- Advertising/identification panels
- Decorative accents
- Electronic message centers and video displays in multiple sizes

* Not available with TNMCs

ADVERTISING/IDENTIFICATION PANELS

Backlit & Non-Backlit:

- 1'-6" H x 20'-0" W (457 mm, 6.10 m)
- 2'-0" H x 20'-0" W (610 mm, 6.10 m)
- 2'-6" H x 20'-0" W (762 mm, 6.10 m)
- 3'-0" H x 20'-0" W (914 mm, 6.10 m)

For additional non-backlit panel sizes, see [SI-03761](#).

FOR ADDITIONAL INFORMATION

- Installation Specifications: DWG-1157190 (attached)
- Standard I-beam Mounting: DWG-1052565 (attached)
- LVX I-Beam Mounting: DWG-3918361 (attached)
- Optional Pole Mounting: DWG-1048184 (attached)
- Component Locations: DWG-1125034 (attached)
- Architectural Specifications: See [DD2467060](#)

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Fwd: Letter of Intent (Duluth East Baseball)

1 message

David Spooner <david.spooner@isd709.org>

Thu, Nov 10, 2022 at 11:19 AM

To: Simone Zunich <simone.zunich@isd709.org>

Cc: Brett Mensing <brett.mensing@isd709.org>, Kimberly LeDoux <Kimberly.Ledoux@isd709.org>

Hello,

Please find attached the letter of intent for funding the extra cost for the "better" or the desired scoreboard.

Thanks!

Dave

David J. Spooner, C.P.E.

Manager of Facilities

Mail to: 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811

Phone: 218.336.8700 X-3232 - Cell: 218.343.0275



----- Forwarded message -----

From: **Shawn Roed** <shawn.roed@isd709.org>

Date: Thu, Nov 10, 2022 at 10:11 AM

Subject: Fwd: Letter of Intent (Duluth East Baseball)

To: David Spooner <david.spooner@isd709.org>, Christopher Siljendahl <christopher.siljendahl@isd709.org>

----- Forwarded message -----

From: **Maglina Lubovich** <maglina.lubovich@gmail.com>

Date: Thu, Nov 10, 2022 at 9:52 AM

Subject: Letter of Intent (Duluth East Baseball)

To: shawn.roed@isd709.org <shawn.roed@isd709.org>

Hi, Shawn:

Please accept this email as our letter of intent on behalf of the Duluth East Baseball Booster Club, confirming that we will pay \$12,080 plus options for the new scoreboard when it is installed.

Thank you,
Maglina Lubovich
Booster Club Rep.
Duluth East Baseball

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

AGREEMENT

THIS AGREEMENT, made and entered into this 24th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Beth Shermoen, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective as of October 24, 2022, and shall remain in effect until November 7, 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 provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for two (2) presentations, 60 minutes each, groups to include: paraprofessional staff. The topic will be:

*Student Stress, Trauma and Triggers
Behavior is a message... Our Response Matters*

The breakout sessions will be

11:40 - 12:50 pm Session 1

1:00 - 2:10 pm Session 2

3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred fifty and 00/100) for two presentations. District agrees to reimburse the contractor for mileage to and from International Falls at the current Internal Revenue Service rate.

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: Heather Harvick, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 19th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Peggy Carlson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective as of October 20, 2022, and shall remain in effect until November 7, 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 provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for five (5) presentations, 30 minutes each, groups to include: Paraprofessional staff. The title of the breakout sessions will be *Taking Care of Yourself through Pilates*, this Professional Development may include techniques on Self Care and Mental Health.

The breakout schedule sessions for the day is as follows:

Mini Session 1: 11:40 - 12:10 pm

Mini Session 2: 12:20 - 12:50 pm

Mini Session 3: 1:00 - 1:30 pm

Mini Session 4: 1:40 - 2:10 pm

Mini Session 5: 2:20 - 2:50 pm

3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$200 (two hundred and 00/100) plus mileage at the current Internal Revenue Rate of .625 per mile.

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: Heather Harvick, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

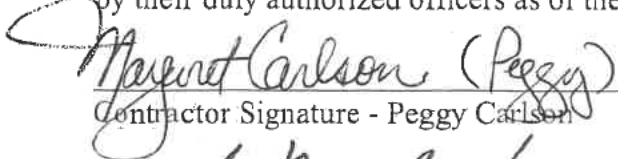

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

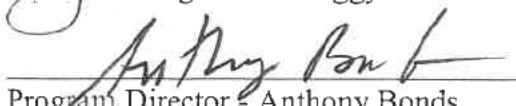
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature - Peggy Carlson
 
 SSN/Tax ID Number

 11/2/22
 Date


 Program Director - Anthony Bonds

 11/9/22
 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 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).


Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

 11/14/22
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd Day of November, by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Roberston, 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 November 3, 2022, and shall remain in effect until November 7, 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 provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. The performance will include two (2) 60 minute sessions, and one 30 minutes session on *Yoga for our Paraprofessionals*. The breakout schedule sessions for the day is as follows:

Block #1 11:40 am - 12:40 pm

Block #2 1:00 pm - 2:00 pm

Block #3 Mini Session 5: 2:20 pm - 2:50 pm

This session will be limited to twelve participants at each session. The contractor will provide all necessary equipment for the participants, including handouts.

3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$200 (two hundred and 00/100).

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: Heather Harvick, 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Ann M. Robertson [Redacted] Nov 3, 2022
 Contractor Signature - Ann Robertson SSN/Tax ID Number Date

Anthony Bonds _____ Nov 9, 2022
 Program Director - Anthony Bonds Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Emme Zund _____ 11/14/22
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective as of October 15, 2022, and shall remain in effect until November 7, 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 provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for three (3) presentations, 60 minutes each, groups to include: Paraprofessional staff. The title of the breakout sessions will be Flurning - Incorporating Play into Learning.

The breakout schedule sessions for the day is as follows:

11:40 - 12:40 pm Breakout session 1

12:40 - 12:50 Break

12:50 - 1:50 pm Breakout session 2

1:50 - 2:00 pm Break

2:00 - 3:00 pm Breakout session 3

3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred fifty and 00/100) for all three presentations and all materials necessary for the sessions.

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: Heather Harvick, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

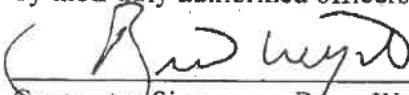
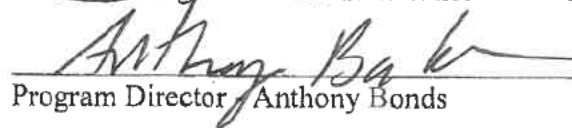
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature - Brent Wentzel SSN/Tax ID Number [REDACTED] Date 10/15/22

 Program Director Anthony Bonds Date 11/9/22

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

This contract is funded by either:

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

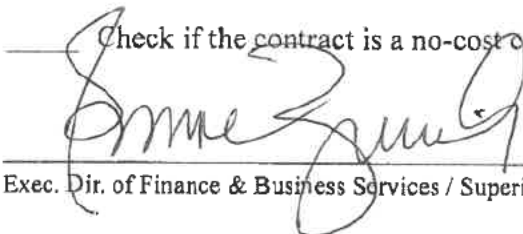
Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date 11/14/22

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Happy Time Daycare Center, 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 November 14, 2022 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 203 N 25th Ave W, Duluth, MN 55806.

The approximate date the service will begin is November 14, 2022 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 72 Days (attending 3 days per week. The District will pay 3 days per week @ \$147.00 per week).

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

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$147.00 per week and \$3,822.00 in total.

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

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

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

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

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

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

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

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

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

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

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 Happy Time Daycare Center at 203 N 25th Ave W, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kallei M. Thomas
Contractor Signature

91-0956465
SSN/Tax ID Number

11/15/22
Date

John Case
Program Director

11/10/22
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 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

Samuel Zwick
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

11/14/22
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Happy Time Daycare Center, 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 November 7, 2022 and shall remain in effect until March 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 203 N 25th Ave W, Duluth, MN 55806.

The approximate date the service will begin is October 7, 2022 and shall not extend beyond March 2, 2023; the contract not to exceed a total of 40 Days (attending 3 days per week. The District will pay 3 days per week @ \$147.00 per week).

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

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$147.00 per week and \$2,205.00 in total.

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

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

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

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

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

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

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

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

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

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

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 Happy Time Daycare Center at 203 N 25th Ave W, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK



**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; ISD 709
Customer Address: 4316 Rice Lake Rd., Suite 108; Duluth, MN 55811		
Phone:	Fax:	Email: nd.cindy.upton@isd709.org
Dept. ID No.: 11250	I/ESAF No.: 1696	(No contract assigned) Do not send to External Sales)
Term Start Date: October 28, 2022		Term End Date: December 7, 2022
Description of Services: One, full-day workshop on December 7, 2022, 8:00 a.m. - 3:00 p.m., covering PRESS tier 2 intervention review and progress monitoring (one presenter; max 50 participants). Additional materials fees for PRESS resources (PRESS Intervention Manual, \$75 each and PRESS Community Website Subscription, \$75 each) will be billed as needed.		
Provide details and pricing (or enter "see attached Exhibit A"): \$3,500 presentation and travel fees		
Check One: Single Sale <input checked="" type="checkbox"/> Repeating/Multiple Sale <input type="checkbox"/>		
		Price per Service: \$3,500.00
		Sales and Use Tax (if applicable): \$
		TOTAL Compensation: \$3,500.00

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 initialed 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,

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: 

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.

Print Name: Kim Gibbons

Title: Director

Date:

Print Name: Simone Zunich, Exec. Dir. Of

Title: Finance and Business Services

Date: 11/7/22

Budget Code

01 E 012 030 000 305 030

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr. , 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as organizing the round dance, moccasin game teachings and hand drum workshops.

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 up to a sum not to exceed \$5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of \$75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 \$.62/mile

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 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: **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.


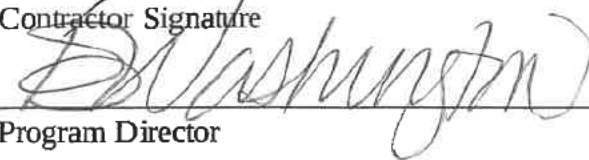
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss

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 11-7-2022

 Program Director _____ Date 11/7/2022

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:

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 11/8/22

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Moose, 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as first language speaker of Ojibwemowin to provide culturally responsive curriculum translations and lesson plans alongside the Misaabekong staff.

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 up to a sum not to exceed \$5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of \$75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 \$.62/mile

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 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: **Mary Moose; 42858 Crooked Creek Rd. Hinckley MN. 55137**

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.



May Moore
 Contractor Signature _____ SSN/Tax ID Number _____ Date _____
[Signature]
 Program Director _____ Date 11/7/2022

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	105	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

[Signature]
 CFO / Superintendent of Schools / Board Chair _____ Date 11/8/22

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Ian Proulx, 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 October 10, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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 \$ 75.00 hourly and \$ 4500.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth American Indian Education, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

Department

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)
3140 Ditchbank Rd. Cloquet, MN 55720

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:

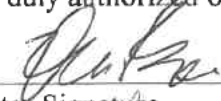
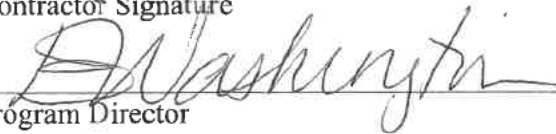
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 10/28/22

 Program Director _____ Date 11/2/2022

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:

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	510	303	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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 11/14/22

Contract Description Attachment for: Ian Proulx / Drummer and Singer

The purpose of the contract is to retain the services of the Drum and singers for cultural presentations. The presentations will support the American Indian Education program plan and goals. Ian Proulx will provide the drum and singing services for cultural presentatians.

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Frank Montano, 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide culturally responsive activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as storytelling and music performances.

3. **Background Check.** N/A - *will not be working with students on an individual basis (past practice reviewed)*. 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 \$2,500.00 (Two-thousand five hundred dollars) at a rate of \$75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 \$.62/mile

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, 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: **Frank Montano** PO Box 305
Bayfield, WI 54814

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:

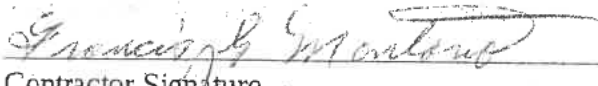
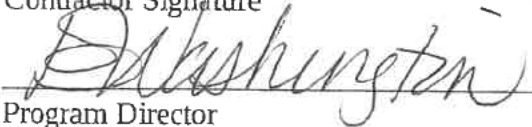
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 [REDACTED] SSN/Tax ID Number 11/9/22 Date

 Program Director 11/10/2022 Date

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

This contract is funded by either:

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

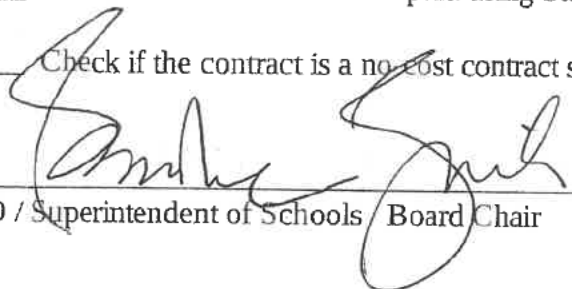
Please check the appropriate line below:

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

01	E	005	605	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 11/14/22 Date

Re: Contract with Frank Montano

1 message

Binesikwe <edith.washington@isd709.org>
To: Brett Mensing <brett.mensing@isd709.org>
Cc: Olivia Kinsley <olivia.kinsley@isd709.org>

Mon, Nov 14, 2022 at 11:38 AM

Aaniin,

We normally do not do back ground checks for individuals who will not be working independently with students. Frank will be doing all school assemblies or classroom presentations.

On Mon, Nov 14, 2022 at 10:44 AM Brett Mensing <brett.mensing@isd709.org> wrote:

Hi Binesikwe,

Simone and I were reviewing contracts this morning and she had a question on the agreement with Frank Montano.

Is it normal to not go through with a background check for some individuals we contract with?

She's just looking for some additional information before signing the contract.

Any help would be appreciated!

Thanks!

Brett

Brett S. Mensing

Business Services Coordinator | Executive Assistant to the CFO | Election Clerk

Independent School District #709 | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811

Email: brett.mensing@isd709.org | **Phone:** (218) 336-8704 (or internal x1008) | **Fax:** (218) 336-8773

Hours: 7:30 a.m. - 4:00 p.m.

Please note our new address.

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

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Edye Binesikwe Washington
Coordinator of American Indian Education Department
& Founder of Misaabekong Ojibwe Immersion Program
edith.washington@isd709.org
(218)336-8700 ext. 1152

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Stilday Jr., 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 November 15, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

3. **Background Check.** *(applies to contractors working independent with students) Will not be working independently w/ students*
Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 100.00 hourly and \$ 6000.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth American Indian Education , 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) _____ 524 Hammond Ave. 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.

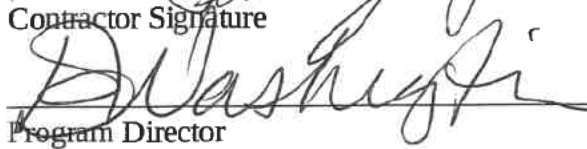
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.


 Contractor Signature

[Redacted] SSN/Tax ID Number

11-15-22 Date


 Program Director

11/16/2022 Date

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

This contract is funded by either:

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

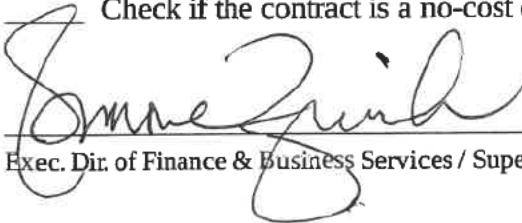
Please check the appropriate line below:

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

01	E	005	605	510	303	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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

11/17/22 Date

Contract Description Attachment for:
Brian Stilday Jr. / Drummer and Singer

The purpose of the contract is to retain the services of the Drum and singers for cultural presentations. The presentations will support the American Indian Education program plan and goals. Brian Stilday Jr. will provide the drum and singing services for cultural presentaions.

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and 306 B Oakland Cir Duluth, MN 55812, an independent contractor, hereinafter called Contractor. Anya Hulsebus

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 11/1/22 and shall remain in effect until 4/29/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 20 hourly and \$ 480 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, 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) 306 B Oakland Cir Duluth, MN 55812.

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.

Amir Hakeem _____ 10/21/22
 Contractor Signature SSN/Tax ID Number Date
Nathan Smith _____ 10-31-22
 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	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Imine Zunic _____
 CFO / Superintendent of Schools / Board Chair Date

Proposal for Chinese After-school Program

Mission

The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

Background

According to scientific research, learning another language helps students improve learning, social, and emotional abilities and skills. Exposure to another culture through its language helps improve students' problem-solving strategies as well. The language skills will provide more opportunities to students' future careers.

Scientists also proved that learning Chinese makes students smarter in reading and building geometric concepts since Chinese language is different from alphabetical languages in utilizing both the left and right sides of human brains.

Chinese language learning has witnessed a rapid growth in tendency in the U.S. and throughout the world. Chinese language programs and student exchange programs have a long history in Minnesota. 7% out of the total amount of students enrolled in Chinese in Minnesota, which has paved a path for student success.

We have established after school Mandarin Clubs in Lowell and Laura McArthur Elementary schools for several years. These clubs are popular among students and parents with ultimate numbers within classroom capacity. Students have shown great interest in learning Chinese language and culture.

Calligraphy Contests held in the past five years received excellent feedback. Students, parents, and community members enjoyed the chance to learn through calligraphy more about Chinese culture. This annual event has become a great benefit to all participants.

In 2019, "Go Explore China", the cultural series talks and activities were held at Lowell Elementary School. This program teaches students to use positive thinking methods to show what students are proud of in their lives. The talks attracted over 200 students, parents, and community members.

Goal

The best strategy is to start small and go sustainable. We are proposing an after school Mandarin club with Chinese learning to a group of 15-20 students. Students will have 10-12 times of language and culture exploration a school year. Students will learn to speak and write basic Chinese sentences, such as numbers, greeting words and colors. Students will also get access to Chinese cultures through activities and songs.

Sources

Integration Specialist at Lowell Elementary School have kept good relationships with Confucius Institute at St. Cloud State University. This specialist will also partner with UMD Chinese Area Studies program, and UMD professors for Chinese language teacher recruiting and intern support.

Estimate Budget

Stipend for hourly instructors based on 12 lessons

\$20/hour/each person*2 instructors (UMD Mandarin Major Students)

Estimate total hours with prep time: 2 hrs*2 persons*12 times =48 hrs

Cultural activity supplies (snacks+calligraphy sets+calligraphy paper+books): \$600

Estimate Budget: $\$20 \times 48 \text{ hrs} + \$600 = \$1560$

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Tiffany Fenner, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *Payment for hands-on SEL learning activity for grades kindergarten and first grade.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 2, 2022 and shall remain in effect for that day, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 6 classroom presentations (30 minutes/class) plus two hours of project creation preparation and two hours of materials preparation for a total of 7.5 hours.

3. **Background Check.** ****Contractor has valid background check completed with the ISD 709****

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 \$50 hourly and \$375 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Catherine Erickson, 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 Tiffany Fenner.

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.

Jeffrey Jensen _____ SSN/Tax ID Number _____ 11-2-22
 Contractor Signature Date
Walter Smith _____ 11-15-22
 Program Director Date

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

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

Please check the appropriate line below:

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

01	E	540	440	313	305	325
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

Ernie Zwick _____ 11/22/22
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Chi Ma'iingan, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *Payment for three classroom presentations with included hands-on learning activity.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 9, 2022 and shall remain in effect for that day, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 3 classroom presentations plus one hour of additional preparation time for a total of 3 hours.

3. **Background Check.** ****Contractor has valid background check completed with the ISD 709****

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150 hourly and \$450 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Catherine Erickson, 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 Chi Ma'iingan.

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.

Chi Ma'ungam _____ [Redacted] _____ 11-09-22
 Contractor Signature SSN/Tax ID Number Date
William Smith _____ _____
 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	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Ermine Zwick _____ 11/22/22
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this OCT day of 19, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Chastane Zahra, 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 Start of Spring Semester and shall remain in effect until the end of semester 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 Mandarin instructors will be UMD Mandarin major students and a native speaker. Lessons and activities will include counting numbers, greetings, vocabulary, writing Chinese characters, games, songs and Chinese folktales.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 20 hourly and \$ 490 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.

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) 509 niagara Ct Griggs F212, Duluth, MN, 55812.

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.


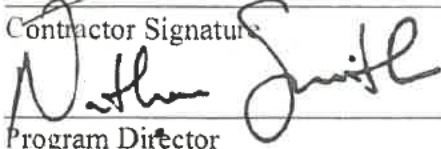
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 10/19/2022

 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:

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

01	E	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 11/22/22

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 17th day of November, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Blackboard (Finalsite)

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and FINALSITE (the “Parties”) entered into the contract (the “Contract”) dated SEPTEMBER 20, 2022, for the purpose of NEW WEBSITE LAUNCH.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

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

Amendments

- 1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$40,514.27.
 - b. This amendment would increase the not to exceed amount to \$42,404.27.
 - c. PRICES FOR PERIOD 2 AND PERIOD 3 INCREASED TOTAL COST BY \$1,890.00

No Other Change

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

- 3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and

are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Program Director _____
Date

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

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

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

01	E	012	107	000	305	107
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

Simone Zunic 11/22/22
Exec. Dir. of Finance & Business Services, Duluth Public Schools Date

FINALSITE ORDER

This Finalsite Order (the “**Order**”) is entered into by and between Active Internet Technologies, dba Finalsite (“**Finalsite**”) and Duluth Independent School District 709 (“**Customer**”) and sets forth the terms of Customer’s use of the products and services set forth below (“**Pricing Summary**”). This Order, together with the Master Terms and Conditions for Services (the “**Master Terms**”) located at <http://www.finalsite.com/masterterms:useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The “**Effective Date**” of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
Public School Theme The Statement of Work ('SOW') for this Creative Services Package can be reviewed here https://www.finalsite.com/sowpr
Composer CMS Platform
Core Communications Platform - Blackboard WCM Conversion View a detailed description of what's included in your software package here https://www.finalsite.com/wcm-conv-pkg

Products Included in Communications Core Platform - Blackboard WCM Conversion	
Finalsite Composer Content Management System	Granular Permissions
Admin Users, Editors (63)	HTTPS Implementation
Admins with ticketing rights (21)	Knowledge Base and Product Training Resources
Bandwidth (16 GB)	Mobile Friendly, Responsive Designs
Basic Integrated Site Search	News / Blogs via Posts (84 boards pooled)
Calendar Manager	Page Based Notifications (Unlimited)
Website cloud storage / 160 GB /mo	Published Pages (Unlimited)
Comprehensive Training Program	Resources (Media, Galleries, Document Library)
Content Migration for Tiers 1, 2, 3	Secure Hosting & CDN
Drag - and - Drop Page Elements	Single Sign-On
Faculty / Staff Directory (public facing)	Social Media Feeds for Districts - Standard
Faculty / Staff Portal	Standard Support Plan
Forms Manager (84 forms pooled)	

Composer CMS Platform

WCM Conversion Enhanced Deployment

View a detailed description of what's included in your software package here <https://finalsite.com/wcm-ced>

Special Provisions:

- 1.) Any amount previously invoiced and paid for period 1 will be reallocated and put towards the Client's redesign to Composer.
- 2.) This contract replaces the Client's previous WCM contract.

Services: Initial Term and Fees:

The initial term of this Order is for the (3) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

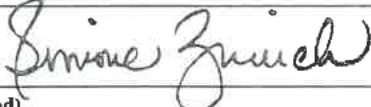
Total Setup Cost (USD)
\$ 0


Schedule	Amount
Period 1 - Nov 15 2022	\$ 0
Period 2 - Jul 01 2023	\$ 16,380
Period 3 - Jul 01 2024	\$ 17,010

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Duluth Independent School District 709
Signature 
Name (printed) Simone Zurich
Title (printed) Exec. Dir. of Finance, Business Serv.
Date 11/22/22

Active Internet Technologies ("AIT")
Signature 
Name (printed) Jim Calabrese
Title (printed) CFO
Date 11/30/2022

As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact <i>Adelle Wellens</i>
Title <i>Communications Officer</i>
Address 215 N First Ave E <i>4316 Rice Lake Road</i>
City, State Zip <i>Duluth, MN 55802 55811</i>
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Superintendent, Head of School, CFO, etc.) <i>Simone Zurich</i>
Title <i>Exec. Dir. of Finance, Business Serv.</i>
Email <i>simone.zurich@isd709.org</i>

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

Blackboard

OCT 18 2022

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Duluth Independent School District 709** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$9,014.27
Period 2	\$15,750.00
Period 3	\$15,750.00
Contract Total	\$40,514.27

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
1	WCM-CRT-CONFIG	TEMPLATE CONFIGURATION SERVICE	01-Sep-2022 to 30-Jun-2023	NA
260	WCM-TRNOL-MIGR	TRAINING CONTENT MIGRATION	01-Sep-2022 to 30-Jun-2023	NA
17	WCM-ACT-ESSN	ACTIVATION WCM ESSEN Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-IMPL-ES-LDAP	IMPL WCM ESSENTIAL SECURE LDAP	01-Sep-2022 to 30-Jun-2023	NA
2	WCM-TRNOL-ADM	ONL TRN WCM SITE ADMINISTRATOR	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-TRNOL-SWS	ONL TRN WCM SECTION WORKSPACE	01-Sep-2022 to 30-Jun-2023	NA
Period 1 Total				\$9,014.27

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
Period 2 Total				\$15,750.00

Period 3				
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Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
Period 3 Total				\$15,750.00

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: 01-Sep-2022

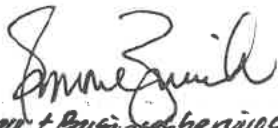
C. Payment Terms


1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

Sales Approved: Quintin Graves
Initial: 

Sales Approved:
Initial:

Customer: Duluth Independent School District 709
Signature:

Name: ~~Adele Wellens~~ *Simone Zurich*
Title: *Excl. Dir. of Finance + Business Services*
Date: *9/10/22*

Blackboard Inc.
Signature:

Name: Michael Pohorylo
Title: Associate General Counsel
Date: 12-Sep-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.
PO Number: PO Amount:
Attach PO or send PO to Operations@blackboard.com(Optional):
Attach Tax Exemption (Optional):

Invoicing
Send Invoices via email to:
1. Name: Email:
2. Name: Email:
3. Name: Email:



1400 Atwater Drive Malvern, PA 19355

11/29/2022

Customer:

Duluth Public Schools - Independant School District 709
4316 Rice Lake Rd
Duluth, Minnesota, 55811
United States

Contact: Simone Zunich
Title: Exec Director Bs Services
Phone: 2183368704
Email: simone.zunich@isd709.org

Order Form Details:

Pricing Expiration: 12/10/2022
Quote Currency: USD
Account Manager: Joshua Rader

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Frequency: Annual
Sale Type: New
Initial Term: 1/01/2023 – 6/30/2026

Pricing Overview

Amount

One-Time Fees		\$3,500.00
Annual Recurring Fees		\$25,224.00
(Initial Term Prorated Fees)		\$12,508.34

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$3,500.00	\$3,500.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Analytics Solution - powered by Forecast5, usage for up to 5 employees Prorated Term)	1/01/2023	6/30/2023	\$12,508.34
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2023	6/30/2024	\$25,224.00
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2024	6/30/2025	\$27,746.40
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2025	6/30/2026	\$30,521.04

1400 Atwater Drive Malvern, PA 19355

11/29/2022

Additional Order Form Information

Annual price increases will be the greater of (i) the uplift shown above or (ii) the annual increase in the Consumer Price Index ("CPI-U"). The term CPI-U shall mean the national consumer price index for all urban customers, U.S. City Average, for all items, not seasonally adjusted, with the 1982-84=100 reference base, as published in September for the 12 months ended August 31st of the year preceding the renewal term.

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



1400 Atwater Drive Malvern, PA 19355

11/29/2022

Invoicing Schedule	Due Date	Amount
Invoice: One Time Frontline Implementation	Upon Signing	\$3,500.00 + applicable sales tax \$3,500.00
Invoice: Prorated Analytics Solution - powered by Forecast5, usage for up to 5 employees	1/31/2023	\$12,508.34 + applicable sales tax \$12,508.34
Invoice: Annual Analytics Solution - powered by Forecast5, usage for up to 5 employees		\$25,224.00 + applicable sales tax \$25,224.00
Analytics Solution - powered by Forecast5, usage for up to 5 employees		\$27,746.40
Analytics Solution - powered by Forecast5, usage for up to 5 employees		\$30,521.04

1400 Atwater Drive Malvern, PA 19355

11/29/2022

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Duluth Public Schools - Independant School District 709
Signature: _____	Signature: <u><i>Simone Zunic</i></u>
Name: _____	Name: <u><i>Simone Zunic</i></u>
Title: _____	Title: <u><i>Exec. Dir. of Business Services</i></u>
Address: 1400 Atwater Drive	Address: 4316 Rice Lake Rd
Malvern, PA 19355	Duluth, Minnesota 55811
Email: <u>billing@frontlineed.com</u>	Email: <u><i>simone.zunic@isd709.org</i></u>
Effective Date: _____	



Financial Planning Analytics

Standard Implementation Services

Statement of Work: Financial Planning Analytics

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. Below represents a typical implementation process.



<ul style="list-style-type: none"> • Sales Handoff • Kickoff Call • Introduction Call with District Team • Determine project timeline 	<ul style="list-style-type: none"> • Data Acquisition for initial setup 	<ul style="list-style-type: none"> • Data Mapping • Building of Budget and Planning Models 	<ul style="list-style-type: none"> • Review and Validate Data (IS Team pre-handoff) 	<ul style="list-style-type: none"> • Model Handoff to Advisor and CSM • Advisor review for reasonableness 	<ul style="list-style-type: none"> • Provide model access to client • Provide access to Training 	<ul style="list-style-type: none"> • Project closeout process is completed by all parties • Client enters Support Phase
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------

The Financial Planning Analytics project implementation time is dependent on the amount, type, and format of the data being included in the project as well as when Frontline acquires the data needed from the client. The project's estimated timeline will be determined during the planning call based on these and other assumptions, but it is assumed that implementation will be completed within 120 days after signing.

Key Terms

- **Automated Data Transfer** – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
- **Budget Model** – Client facing product to analyze the current year budget with year-to-date actuals plus remaining projected months. Provides instant visuals to analyze variances and produces automated month-end reports.
- **Planning Model** – Client facing product to simplify development of multi-year financial roadmap. Provides dashboard and other instant visuals and produces automated reports.
- **CSM** – Acronym for Customer Success Manager. The CSM is the account manager for your organization responsible for coordinating support and ensuring your success with Frontline products.
- **Advisor** – Provides domain expertise to assist in development and ongoing support of Budget and Planning models, in addition to ongoing professional development through webinars and training opportunities.



Scope/Deliverables*

Budget Model

These deliverables are described broadly and may differ depending on the client state.

1. Budget Summary Dashboard
2. Variance Analysis Dashboard
3. Monthly Financial Report
4. Variance Analysis Report

*There may be additional, state-specific reports and dashboards available.

Financial Planning Model

These deliverables are described broadly and may differ based on the client state.

1. Finances at a Glance Dashboard
2. 5 Year Forecast Summary Report
3. Assumption Assist – Step by Step 5 Year Forecast Builder

*There may be additional, state-specific reports and dashboards available.

Data Acquisition

During implementation, the client will provide the initial datasets needed to create models that include up to five years of historical data. Additionally, an automated data transfer connection will be established to maintain the Budget Model with monthly activity updates and budget revisions.

For commonly used client systems such as Skyward, Frontline can provide queries for the different data sets required.

Initial Datasets

Budget Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Monthly revenue and expense activity up to five prior fiscal years
4	Current Year Activity	Monthly revenue and expense activity for the current fiscal year
5	Fund Balances	Prior year ending balances for all funds

Initial Datasets

Please Note: Datasets for the Forecast Model are only required for a stand-alone implementation. If the implementation includes the Budget Model, no additional data is required for the Forecast Model.

Financial Planning Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Revenue and Expense Activity for up to five prior fiscal years
4	Fund Balances	Prior year ending balances for all funds for each fiscal year of activity



Systems Integration – Frontline ERP (CA, TX)

Integrations exist within Frontline Education solutions for the ERP system. If the client is a user of Frontline ERP in CA (Escape) or TX (Teams), then initial datasets and monthly files will be automated internally. Frontline will assist with any additional setup required on the client side to establish the initial connections.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- A district office leader (e.g., Chief Financial Officer, Executive Director of Finance, etc.)
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district users and responsibilities are established. Executive Sponsor involvement may decrease once responsibilities have been delegated.
- Organizes training opportunities.
- Signs off on completion of implementation project.

IT Department

- Will work with Frontline Education Support teams to ensure:
 - Data Acquisition is successful and timely
 - Support setup of automated data transfer for maintenance of models.
 - Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters
 - Provide technical support in instances where local network/technology configurations impact usage of our solutions
 - Support solution integrations as needed



Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education reserves the right to issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- Implementation will expire 365 days from contract signing if Services haven't been initiated and completed.





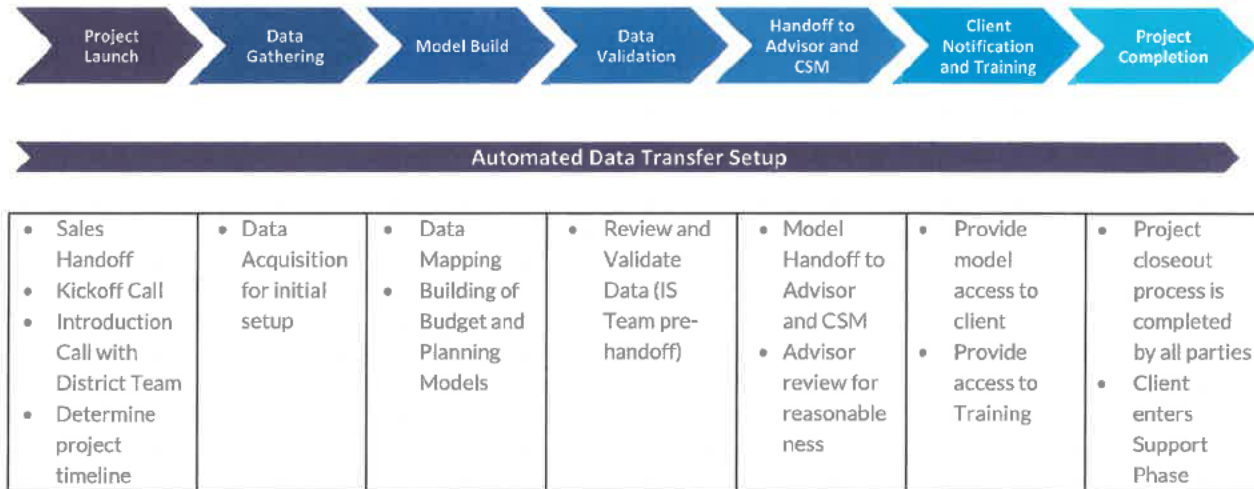
Budget Management Analytics

Standard Implementation Services

Statement of Work: Budget Analytics

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. Below represents a typical implementation process.



The Financial Planning Analytics project implementation time is dependent on the amount, type, and format of the data being included in the project as well as when Frontline acquires the data needed from the client. The project's estimated timeline will be determined during the planning call based on these and other assumptions, but it is assumed that implementation will be completed within 120 days after signing.

Key Terms

- Automated Data Transfer – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
- Budget Model – Client facing product to analyze the current year budget with year-to-date actuals plus remaining projected months. Provides instant visuals to analyze variances and produces automated month-end reports.
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CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 28th day of November, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

3 Owls Outdoor Play Consultants

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and 3 Owls Outdoor Play Consultants (the “Parties”) entered into the contract (the “Contract”) dated July 13, 2020, for the purpose of developing a nature playscape at three different sites: MWES, Piedmont ES, and Laura Mac ES.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

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

Amendments

- 1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$4,500.00.
 - b. This amendment would increase the not to exceed amount to \$7,000.00. The additional cost is \$2,500.00 NTE.

No Other Change

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

- 3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

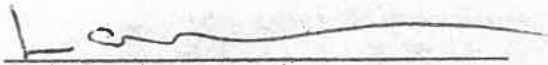
November 11, 2022

Amendment to "Standard Short Form Contract for Professional Services Between Landscape Architect and Client" on agreement dated 07/13/2020. In addition to staff training and educational sessions, Duluth Preschool also requests the following supplemental services:

- 3 Ows' will offer teacher consultation sessions.


These services will follow the same conditions as outlined in our original agreement, with a fee of \$50/hour, not to exceed \$2500.

These supplemental services as listed are to be completed by the end of the 2022-2023 school year, unless further request in writing has been submitted.



Contractor Signature

11/15/22
Date



Head Start Director

11.11.22
Date



CFO Duluth Public Schools

11-29-22
Date

Supplemental Information

- Estimated cost up to \$2500 or 50 hours at the rate of \$50 per hour.



Supplemental Information

- Estimated cost up to \$2500 or 50 hours at the rate of \$50 per hour.

Budget Codes

83.86% 04-E-005-579-503-305-000

16.14% 04-E-005-579-285-305-000



**American Society of
Landscape Architects**

**STANDARD SHORT FORM CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN
LANDSCAPE ARCHITECT AND CLIENT**

Preliminary Provisions

Date

This Agreement is made as of July 13, 2020, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

Client

Duluth Preschool

NAME

Historic Old Central High School, 215 N. 1st Avenue East, Duluth, MN 55802

ADDRESS / CITY / STATE / ZIP

Sherry Williams, Director of Duluth Preschool, sheryl.williams@isd709.org, 218-3368815

RELATIONSHIP TO PROJECT OWNER

Landscape Architect

3 Owls Outdoor Play Consultants

NAME

ENTITY

SOLE PROPRIETOR PARTNERSHIP CORPORATION LIMITED LIABILITY COMPANY

P.O. Box 3434, Duluth, MN 55803

ADDRESS / CITY / STATE / ZIP

Rebekah Johnson, 3owlsopc@gmail.com, 218-461-1678

CONTACT INFORMATION

Project

(general description of Project: name, purpose, baseline information)

Duluth Preschool is developing a nature playscape at three different sites: Myers-Wilkins Elementary, Piedmont Elementary, and Laura MacArthur Elementary. These playscapes will give preschool classes the opportunity for regular, stimulating, open-ended play in a secure, open-air, nature-inspired environment.

Compensation

Compensation for the Scope of Services performed under this Agreement shall be the Hourly fee of \$ 50. NTE \$4500 plus Reimbursable Expenses.



American Society of Landscape Architects

Article 1

Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

Conceptual Design Services for each of the three sites include (but are not limited to):

Project Team Collaboration, Site Analysis, Ideation, Design Development, Plan Drawings with photos & notes, Construction Consultation

Design costs per site: \$1500

1.3 Supplemental Services

Supplemental Services are in addition to the basic Scope of Services and, when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include but are not limited to:

Staff training, educational sessions, other

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.



American Society of Landscape Architects

Article 2 Client's Responsibilities

2.1 Information

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3 Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

Article 4 Landscape Architect Compensation



American Society of Landscape Architects

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 25 %. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 5 % simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

4.5 If through no fault of the Landscape Architect, the Scope of Services to be provided under this Agreement has not been completed within by the end of 2020 (*indicate calendar days or months*) of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5 Indemnification

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

Article 6 Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.



American Society of Landscape Architects

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7 Termination

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8 Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

Landscape Architect



7/15/20
Date

Client



7-23-20
Date

Contract Number: LSC-2023-029189

**MINNESOTA STATE**

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
23	700000	9394	\$160.00	0001100989	

FACILITIES USE AGREEMENT**ON-CAMPUS ONLY**

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of LAKE SUPERIOR COLLEGE, 2101 TRINITY ROAD, DULUTH, MN 55811 ("Minnesota State") and IND SCHOOL DISTRICT 709, 4316 RICE LAKE ROAD 108, DULUTH, MINNESOTA 55811 ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean:

**Lake Superior College, 2101 Trinity Road, Duluth, MN 55811
Classroom C290**

Parking will be available to Licensee at the following location: **Any unmarked parking space/row.**

2. **GRANT OF LICENSE.** Minnesota State grants to Licensee a license to use the Facilities solely for the following purpose(s):

Staff Meetings

The estimated number of people expected to participate or attend is: **60.**

Licensee acknowledges and agrees that Minnesota State, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all Minnesota State policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

The parties agree that this agreement does not create a landlord-tenant relationship between them. Minnesota State is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the period of use are not exclusive to Licensee, and Minnesota State shall have

the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Minnesota State.

3. **TERM AND TIME OF USE.** Licensee may use the Facilities during the following dates and times:

- **Friday, December 2 from 7:15am – 12:15pm**
- **Friday, January 6 from 7:15am – 12:15pm**

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to Minnesota State a fee of **One Hundred Sixty and 00/100 Dollars (\$160.00)**, which amount shall be payable in advance when Licensee signs this Agreement and delivers it to Minnesota State. Except as set forth in paragraph 17, if the Minnesota State cancels this Agreement prior to Licensee's use of the Facilities, Minnesota State will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

All notices, requests, and other communications between Licensee and Minnesota State that are required or that Licensee and Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

COLLEGE/UNIVERSITY: LAKE SUPERIOR COLLEGE

Contact Name and Title: Alan Finlayson Vice President of Administration

Address: 2101 Trinity Road, Duluth, MN 55811

LICENSEE: IND SCHOOL DISTRICT 709

Contact Name and Title: Sherry Williams Duluth Preschool Coordinator; Head Start Director

Address: 4316 RICE LAKE ROAD 108, DULUTH, Minnesota 55811

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, Minnesota State will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. Minnesota State will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed \$500.00, Minnesota State shall be entitled to obtain payment of such amount from Licensee in advance. This provision will survive the termination of this Facilities Use Agreement.
7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by Minnesota State during its occupancy of the Facilities.

8. **LICENSEE'S INSURANCE.** Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and Universities and **LAKE SUPERIOR COLLEGE** as additional insured, and has provided a certificate of insurance to Minnesota State and said insurance has been approved by Minnesota State/State of Minnesota. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to Minnesota State.**

GENERAL INSURANCE REQUIREMENTS

POLICY REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- Licensee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee's performance under this Agreement.
- Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensee is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensee is self-insured, a Certification of Self-Insurance must be attached.

- Licensee's policy(ies) shall include legal defense fees in addition to the liability policy limits.
 - Licensee shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
 - An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee's policy limits to satisfy the full policy limits required by the Agreement.
9. **LIABILITY AND HOLD HARMLESS.** Licensee shall indemnify and hold Minnesota State harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Minnesota State's negligence as determined by a court of law. This provision will survive the termination of this Agreement.
10. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. 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.
12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Minnesota State, and either the Minnesota Legislative Auditor or Minnesota State Auditor for a period of six (6) years following the termination of this Agreement.
13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Minnesota State. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
15. **NON-WAIVER.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

16. **SECURITY**. Licensee hereby assumes all responsibility for security throughout its use of the Facilities.
17. **DEFAULT**. In the event of any default by Licensee under the terms of this Agreement, Minnesota State may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the Minnesota State may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.
18. **GOVERNING LAW and VENUE**. This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
19. **ENTIRE AGREEMENT**. This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.
20. **OTHER PROVISIONS** None.

SIGNATURE BLOCK IS ON NEXT PAGE

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

APPROVED:

1. LICENSEE: IND SCHOOL DISTRICT 709

Licensee certifies that the appropriate person(s) have executed the Agreement on behalf of Licensee as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)	
DocuSigned by: <i>Sherry Williams</i> E3C99AA023ED407...	
Sherry Williams	
Title	Preschool Director
Date	11/23/2022 1:48:05 PM CST

3. VERIFIED AS TO ENCUMBRANCE (if applicable)

By (authorized signature)	
Title	
Date	

2. MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE

By (authorized signature)	
DocuSigned by: <i>Alan Finlayson</i> CABEA485D3C74E5...	
Alan Finlayson	
Title	vice President of Administration
Date	11/23/2022 2:34:25 PM CST

4. AS TO FORM AND EXECUTION

By (authorized signature)	
DocuSigned by: <i>Alan Finlayson</i> CABEA485D3C74E5...	
Alan Finlayson	
Title	vice President of Administration
Date	11/23/2022 2:34:25 PM CST

Budget Code 04 E 005 579 503 366 000

3D INSTITUTE SEAT LICENSE PARTNERSHIP AGREEMENT

Date: December 1, 2022

Purchaser: Duluth Public Schools ("Purchaser")
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

3D Institute Services, Products & Pricing (the "Services"):

3D Institute offers access to digital content through on-line courses and other content format as well as ancillary products and services to organizations. The collection of digital content is provided through a one year subscription model obligating the organization to a specific number of seat licenses which allows those licensees to have unlimited access to the content listed below.

Number of Subscription Licenses:		65
Price per Seat:		\$75
Annual Credit (yrs 1-3):	Budget Codes	(\$1900)
Total Cost Per Year:	50% 01 E 215 640 316 305 000	\$ 2,975

Basic Seat License Package	50% 01 E 220 640 316 305 000
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Digital Content

- SPORTS: 3D Coaching Course for Certification
- SPORTS: 3D Coaching Essentials Course
- 3D Parenting: Helping Athletes Flourish in 3D
- Obtaining Alignment Between Coaches and Parents Course
- Shaping Culture Using The 3D Framework Course
- 3D Development Tool (Spring 2023)
- My 3D Library: SPORTS

Services Content

- Dedicated Service Coordinator with Scheduled Athletic Director Check In
- Membership in Closed Facebook Group for Seat License Holders
- Access to Scheduled Best Practices Webinars

Payment Terms: Purchaser shall pay the sum of \$2,975 which is due upon signing Agreement and pay the balance due in equal yearly installments of \$2,975 due on or before December 1. All Fees are non-refundable.


Term: This Agreement commences on the date first written above and continues for three (3) years, expiring on December 1, 2025 provided, however, this Agreement shall automatically renew for successive additional two (2) year terms unless either Party notifies the other Party in writing no later than ninety (90) days prior to the end of the current term of its election not to renew and extend the term of the Agreement (all such collectively the "Term").

By signing below, Purchaser agrees and acknowledges this is a binding legal agreement with 3D Institute, LLC ("3DI") and agrees to the general terms and conditions attached hereto.

The Parties have executed this Agreement as of the date first written above by the following duly authorized representatives.

Duluth Public Schools

3D Institute, LLC

 11/29/22

Simone Zurich
Executive Director of Finance and Business Services

Doc Beeman
Chief Revenue Officer

3D INSTITUTE SUBSCRIPTION AND LICENSE AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Grant of Limited License for Use.** 3DI provides to Purchaser a limited and revocable license to use the 3DI Services, materials and platforms which are the subject of this Agreement. The Services are protected by intellectual property laws and treaties. Any references hereunder to "sales" or "acquisition" or like terms notwithstanding, the Services is licensed, not sold, and rights granted hereunder are limited to the Services in object code only. No source code rights are granted hereby.

2. **Independent Contractor Status and No Agency Authority.** 3DI and Purchaser are independent contractors with respect to one another under this Agreement. This Agreement shall not be deemed to establish any employment, agency, joint venture, or partnership relationship or to impose any liability attributable to such a relationship upon either Party. Accordingly, 3DI is not contracted as "Work for Hire" for purposes of any proprietary rights. 3DI reserves all rights and interests of ownership and use of its own systems, programs, concepts, reports, documents, tangible work product and other services provided by 3DI hereunder. Neither party shall have the authority to legally bind the other to any contract, proposal, or other commitment or to incur any debt or create any liability on behalf of the other.

3. **Termination.** 3DI or Purchaser may terminate this Agreement immediately if either party is in material breach of any term or provision of this Agreement, including but not limited to non-payment of Fees. Upon termination or expiration of this Agreement, 3DI will cease providing to Purchaser and Purchaser shall cease all use of the license subscription provided for hereunder.

4. **Intellectual Property.** 3DI retains rights, title and interests in all intellectual property associated with or related to the Services that are the subject matter of this Agreement, including but not limited to elements, components, patents, patent applications, copyrights, trademarks, trade secrets or other proprietary or intellectual property owned by 3DI. Purchaser is prohibited from duplicating or reproducing any 3DI Services or intellectual property.

5. **Confidentiality.** Neither Party shall, during the term of this Agreement and always thereafter, disclose to any person or entity, directly or indirectly, without prior written approval of the other Party, and information relating to this Agreement or Confidential Information (as defined below). During the term of this Agreement and at all times thereafter, each Party shall not do any of the following: (i) use any of the other Party's Confidential Information or any other information furnished by such other Party in connection with the Services for its direct or indirect benefit, or the direct or indirect benefit of any third party, or (ii) use any information furnished by the other Party in connection with the Services for any purpose other than the carrying out of the Services. Each Party shall use reasonable care and caution to safeguard the other Party's Confidential Information that is in its possession or control and to protect the other Party's Confidential Information from disclosure to third parties, but in no event less than the same degree of care and caution that it affords its own Confidential Information. "Confidential Information" shall not include information that (i) is readily available to the general public through no fault or omission of the other Party or any of such other Party's employees or agents, or (ii) is already known to such other Party (except for information already known by reason of disclosure from the Party about whom such information pertains or from such Party's employees or agents free from any duty of non-disclosure). Failure to mark any information as confidential or proprietary shall not adversely affect its status as "Confidential Information." Both parties acknowledge that any breach or threatened breach of any provision of this provision will cause continuing and irreparable injury to the non-breaching party for which money damages would be an inadequate remedy. Accordingly, the non-breaching party shall be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such breach or threatened breach. In connection therewith, the Party against whom such relief is sought shall not, in any action or proceeding to so enforce any provision of this section, assert the claim or defense that the non-breaching Party has an adequate remedy at law or that such injunctive relief is not appropriate under the circumstances. The rights and remedies of the non-breaching Party set forth in this section are in addition to any other rights and remedies to which the non-breaching Party may be entitled, whether existing under this Agreement, in law or in equity, all of which shall be cumulative.

6. **Representations and Warranties.** Each Party hereto hereby represents and warrants to the other Party that (i) it lawfully formed and operating under the applicable state laws and has all requisite capacity, legal power and authority to execute, deliver and perform this Agreement, (ii) this Agreement is a binding agreement enforceable against Purchaser in accordance with its terms, and (iii) the execution, delivery and performance of this Agreement will not constitute a breach of any agreement or restriction to which Purchaser is a party or by which it may be bound. Further, 3DI provides a limited warranty of use and Purchaser's sole remedy for any dispute relating thereto is limited to a refund of any remaining portion of outstanding Fees and 3DI is not responsible in any respect for any direct, incidental or consequential damages whatsoever.

7. Indemnification. Purchaser shall indemnify, defend and hold harmless 3DI, its parent, related or subsidiary companies and its respective officers, directors, employees and agents from and against any liability, loss or expense (including reasonable attorneys' fees) to the extent caused by (i) the Purchaser's breach of a representation, term or condition of this Agreement; or (ii) any intentional or negligent act, error or omission by Purchaser or its officers, directors, agents, subcontractors or employees in connection with the services, performances and/or matters relating to this Agreement.

8. Notices. All notices, requests, demands, waivers, consents, approvals or other communications which are required or permitted hereunder shall be in writing or shall be deemed delivered if transmitted by email, hand-delivered, sent by a nationally recognized overnight courier service (such as UPS or FedEx), or sent by U.S. mail, return receipt requested, postage prepaid, to the addresses set forth below, or to such other address as the Party entitled to receive such notice may, from time to time, specify in writing to Purchaser at the address written above and for 3DI to: 3DI Managing Partner, 7325 Forestwood Court, Orlando, Florida 32825, or Mike.millay@3dinstitute.com

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding between 3DI and Purchaser as to the subject matter hereof and supersedes all prior representations, warranties, covenants, and undertakings, whether written or oral, between 3DI and Purchaser with respect to the subject matter hereof. This Agreement may only be amended in writing and signed by both Parties to be valid and enforceable.

10. No Assignment. Purchaser shall have NO right or power to assign or to delegate all or any of Purchaser's rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of 3DI. 3DI may assign this Agreement in whole or part, without the prior written consent of Purchaser, to contractor or any successor legal entity which succeeds as a going concern to the business presently conducted by such 3DI pursuant to a merger, consolidation, or sale of all or substantially all of such 3DI's assets.

11. Waiver. No failure by any Party at any time, or from time to time, to enforce any of the terms or conditions of this Agreement shall not constitute a waiver thereof or in any way impair such Party's right at any time to avail itself of such remedies as it may have to enforce such terms or conditions. No waiver by any Party hereunder will be effective unless in writing and signed by such Party. All rights and remedies existing under the Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

12. Governing Law and Legal Proceedings. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Florida excluding its choice of law provisions. The Parties submit to personal jurisdiction in Florida and any litigation related to this Agreement may be properly commenced only in State or Federal Court in Orange County, Florida. Each Party shall comply with all applicable federal, state and local laws. In any legal action, whether at law or equity, the prevailing party shall be entitled to recover from the other party its reasonable professional fees associated with such action, including, without limitation, attorney, accounting and expert witness fees, costs and expenses.

13. Limitation of Liability. Purchaser agrees that 3DI's sole liability to Purchaser under this Agreement for any loss, liability or damages, including attorney's fees and litigations costs, for any claim arising out of or in any way related to this Agreement and the Services provided by 3DI, shall be limited to and shall not exceed the amount of the Fees payable to 3DI under this Agreement.

14. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of 3DI and Purchaser and each of their respective permitted successors and assigns, except to the extent as may otherwise be provided under this Agreement. Notwithstanding the foregoing, nothing contained herein, express or implied, is intended to confer upon any person or entity other than the Parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

15. Severability. The provisions of this Agreement shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the invalidity or enforceability of any other provision.

16. Force Majeure. In case the performance of any of the terms or provisions of this Agreement shall be frustrated, delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, or because of riots, war, public disturbances, strikes, lockouts, terrorism acts, fires, floods, acts of God, as well as local, national or global health hazards or pandemics, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party whose performance is interfered with may at its option, suspend the performance of its obligations hereunder (other than payment for services already performed prior to suspension) during the period such interference continues and for no longer.

QUOTE

3D INSTITUTE

7325 Forestwood Court

Orlando, FL 32835

www.3dinstitute.com

Phone - 816 535 0440

TIN 47-2053869

Customer Contact Info

Name Simone Zunich

Phone 218 336 8716

Email simone.zunich@isd709.org

Item Code	Product Line Item	Quantity	Price	Credit	Total
SLS-02	Organizational Seat License (Sports) - Annual	65	\$ 75.00		\$4,875.00
	Year One Credit				\$1,900.00

Customer Information

Organization

Duluth Public Schools

Attn:

Simone Zunich

Address 1

4316 Rice Lake Road, Suite 108

Address 2

City, ST Zip

Duluth, MN 55811

Subtotal **\$4,875.00**

Shipping \$0.00

Tax \$0.00

Discount/Credit **\$1,900.00**

TOTAL \$2,975.00

*** Credit of \$5700 for previous purchases will be spread across the first three years of the agreement equally at \$1900 per year

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
3D Institute

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
7325 Forestwood Court

6 City, state, and ZIP code
Orlando, FL 32835

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
4	7	-	2	0	5	3	8	6	9


Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ 7/23/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Heather Kemp	heather.kemp@isd709.org
Lakewood Elementary 5207 North Tischer Rd, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p>Deposit: You have made a reservation to stay for February 13, 2023 - February 15, 2023 with 60 participants. To hold your reservation we require a deposit of \$900.00. This contract is valid for 30 days after receipt.</p> <p>Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p>	

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

Printed Name: Heather Kemp	Title: Teacher	
Signed Name: Heather Kemp	Date: 4/14/2022	
Billing Contact: Jerrie Soderburg	Billing Address: 5207 N. Tischer Rd Duluth, MN 55804	
Billing email address: jerrie.soderburg@isd709.org		
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address	
Credit Card #	Exp Date:	CVV:
If unable to pay at this time, when can we expect your deposit? July 2022		

Budget Code - 01E 500 298 000 401 420
 Simone Zurich
 Simone Zurich, Exec. Dir. Of
 Finance and Business Services

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

Today's Date: April 13, 2022



Boosterthon Program Contract

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into on 10/13/2022 (the "**Effective Date**"), by and between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation ("**Booster**"), and Stowe Elementary, a SCHOOL (the "**Client**") (Booster and the Client are referred to collectively herein as the "**Parties**" or individually as a "**Party**").

RECITALS

WHEREAS, Booster is in the business of organizing, marketing, and leading fundraising campaigns whereby students of educational institutions raise funds to sponsor their participation in an exercise based event, such funds (net of compensation to Booster) to be used by such institutions for the furtherance of the purpose thereof (each a "**Boosterthon Program**");

WHEREAS, the Client is interested in hosting a Boosterthon Program, and Booster is willing to offer its services in connection therewith on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Engagement.** The Client hereby engages Booster to organize, market and manage a Boosterthon Program (the "**Services**"), and Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.
2. **Obligations of Booster.** Booster shall conduct a Boosterthon Program on behalf of the Client. The services and materials provided by Booster as part of the Boosterthon Program shall include, but are not limited to, supplying all prizes, advertising, promotion, and organization, necessary or appropriate, in the sole discretion of Booster, to conduct a Boosterthon Program in accordance with Booster's customary practices and customs.
3. **Obligations of the Client.** The Client shall make available to Booster, its personnel and agents, any and all school grounds and facilities, as specified on Exhibit A, as well as any and all Client students, faculty, and staff, as specified, on the dates and during the times as set forth in Exhibit A. The Client shall arrange for the Volunteers (as defined herein) to participate, at the direction of Booster and its representatives, in the Collected Funds (as defined herein) to be held on the date agreed upon by both parties.
4. **Base Cost.** Within 125 business days of the execution of this Agreement, the Client shall pay to Booster a Base Cost of 500 dollars (the "**Base Cost**"). The Client agrees that except as set forth in Section 11, the Base Cost is non-refundable, earned as of the date of the execution of this Agreement, and will not be returned to the Client under any circumstances. The Client agrees that the Base Cost is independent of the Booster Share set forth in Section 7 of this Agreement, and that the Base Cost is not deductible or otherwise taken into consideration when calculating the Booster Share.
5. **Date of the Boosterthon Program.** The dates and times of the scheduled Boosterthon Program shall take place on the schedule set forth in Exhibit A.

DS
SG

DS
N

6. Collection of Funds. The collection of funds raised as a result of the Boosterthon Program shall take place as follows:

(a) All of the funds collected by each of the participating students and/or classrooms from their respective Boosterthon Program sponsors shall be known as the "**Collected Funds.**" The collection of Collected Funds may begin up to two weeks prior to the date of Program Kick Off as stated in Exhibit A (the "**Program Kick Off**"). The Client shall allow Booster to send collection reminders regarding the Collected Funds to students on at least two separate occasions prior to the official Program End Date, set forth in Exhibit A. Booster will not have access to any student email addresses, nor will Booster send students messages directly.

(b) Prior to an in-person collection of funds, Booster representatives will train the Volunteers on the use of the Booster online collection program. There must be at least one Volunteer representing the Client at all time funds are collected or tallied in person.

(c) After all Collected Funds have been satisfactorily accounted for, the Collected Funds shall be immediately distributed according to Sections 4 and 7 of this Agreement.

(d) The Parties may organize one or more additional in-person collection dates. In the event that the Parties agree to pursue additional collection dates, the Parties will agree on a mutually acceptable date to hold such collection. Any additional collections shall be conducted in the manner set forth in Section 6(a)-(c) above.

7. Distribution of Raised Funds.

(a) The Client shall retain a percentage (see Exhibit B for percentage) of Gross Revenues that is raised by the Boosterthon Program. As compensation for the services provided in conducting the Boosterthon Program, Booster shall retain from the Collected Funds, or the Client shall cause to be paid, as applicable, the remaining amount which is equal to a percentage (100 Percent minus the Client's Percentage from Exhibit B) of the Gross Revenues generated by the Boosterthon Program (the "**Booster Share**"). For purposes of this Agreement, "**Gross Revenues**" shall mean all funds collected or otherwise received because of the Booster Program, the Client, the participants in the Boosterthon Program, or any other student, parent or Client employee or representative in connection with the fundraising efforts that are the object and purpose of the Boosterthon Program or otherwise related thereto.

(b) The Client will maintain access to and control of the funds and the account in which the funds are deposited. Booster will not, at any time, have access to or control of the funds or account in which the funds are deposited.

8. The Client's Acknowledgments, Representations and Covenants.

(a) In order to maximize the success of the Boosterthon Program, the Client shall not actively promote any other fundraiser, including any annual fund, through the duration of the Boosterthon Program beginning from Program Kick-Off through Event date (according to the date assigned to this meeting on Exhibit A).

(b) The Client hereby acknowledges that the Boosterthon Program involves strenuous physical activity and hereby agrees that it is the sole responsibility of the Client to determine the physical condition, health, and fitness of its students and other participants in the Boosterthon Program and the safety and suitability of each student's and other participant's participation in the Boosterthon Program. The Client further acknowledges and agrees that Booster has no, and will not at any time have any, independent knowledge of, and is not responsible for investigating or determining (and will take no measure to investigate or determine) the physical condition, health, and fitness of the Client's students

and other participants in the Boosterthon Program or the safety or suitability of any student's or other participant's participation in the Boosterthon Program. The Client takes full responsibility for assessing the physical condition of all participants of the Boosterthon Program. Client is responsible for alerting students, guardians, and any other participants to the nature of the Boosterthon Program and any appropriate safety precautions.

(c) The Client is responsible for obtaining and maintaining through the Boosterthon Program all necessary permits as may be required for such events.

9. State Compliance and Registration.

(a) Upon receipt of this executed Contract, Booster will register as a professional fundraising counsel, or other fundraising designation deemed by the appropriate State authority, in the State where the Client is located. Booster will file a copy of this Agreement in the States where registration is required. In accordance with fundraising regulations, Booster may request additional information from the Client, including but not limited to, the Client's Employer Identification Number, State Registration Number, and bank account number where Collected Funds will be deposited.

(b) The Parties agree that the Client will review its legal obligations to register as a charitable organization where relevant prior to the date of the Program Kick Off set forth in Exhibit A.

(c) Each Party will be responsible for its own costs in becoming and remaining compliant with the appropriate state agency.

10. Mutual Indemnification. To the extent allowed by law, the Client and Booster agree to mutually indemnify and hold the other harmless, as well as the other's board members, elected officials, and employees, from and against any and all claims and damages, brought by a third party against the other party, and/or its board members, elected officials, and employees arising from the negligence or misconduct of the indemnifying party and/or its board members, elected officials, and employees.

11. Termination.

(a) This Agreement may be terminated by the Client for any reason at any time prior to the date of the Program Kick Off set forth on Exhibit A by written notification (including email) to Booster.

(b) This Agreement may be terminated by Booster at any time, and for any (or no) reason by written notification (including email) to the Client. In the event of termination of this Agreement by Booster, the Base Cost shall be returned to the Client within thirty (30) days. The refund of the Base Cost shall be the sole and exclusive liability of Booster, and the sole and exclusive remedy of the Client, with respect to termination of this Agreement pursuant to this Section 11(b).

(c) The Parties acknowledge and agree that the termination of this Agreement, whether by the Client or by Booster, shall not affect the distribution of Gross Revenues as set forth in Section 7 whether such Gross Revenues are collected prior to or after the termination of this Agreement.

12. Acknowledgements. To the extent permitted by law, Client shall be responsible for its acts and omissions in connection with this Agreement and the Services performed hereunder, and Client covenants that it will not create liability on the part of Booster to a third party as a result of Client's actions or omissions hereunder. The Client shall maintain in full force and effect Comprehensive General Liability insurance, at its own expense, on an occurrence basis, that includes a duty to defend and provides bodily injury, property damage and contractual liability coverage with limits of at least one million dollars

(\$1,000,000). Booster shall carry at all times a comprehensive general liability insurance policy at its expense with coverage limits of at least one million dollars (\$1,000,000).

13. **Right to an Accounting.**

(a) The Client shall keep, maintain and preserve in its principal place of business, during the term of this Agreement and for at least one (1) year following its termination or expiration, complete and accurate books, accounts, records and other materials covering all transactions (including all donations and Gross Revenues generated by the Boosterthon Program) related to this Agreement. Upon reasonable notice, Booster and/or its duly authorized representatives shall be given full access to, and shall have, the right to inspect and review all such records and other materials related to this Agreement. Such records and other materials shall be available for inspection and review (including photocopying) during reasonable business hours at any time during the term of this Agreement and for at least one (1) year following its termination or expiration. The Client will cooperate and will not cause or permit any interference with Booster and/or its representatives in the performance of their duties of inspection and review. Except as set forth in paragraph (b) below, any such accounting shall be performed at Booster's sole expense.

(b) Should an accounting indicate an underpayment by the Client of any of the compensation to be paid to Booster hereunder, the Client shall be liable for the full amount of any such underpayment, including interest at the highest rate allowable under applicable law. The Client shall submit any and all of the foregoing payments owed to Booster within thirty (30) days from the date of the accounting.

14. **Intellectual Property.**

(a) The Client hereby acknowledges and agrees that Booster's trademarks, label designs, literature, website materials, videos, product and service identification, artwork and other symbols associated with Booster's Services ("**Booster Marks**") are and shall remain Booster's property.

(b) The creative ideas, concepts (including the concept of the Boosterthon Program as a fundraiser), slogans, art and printed material provided to the Client prior to the date hereof are the property of Booster and cannot be used, duplicated, copied or repeated without Booster's prior written consent.

(c) The Client shall not manufacture or sell, or license or procure the manufacture or sale of, any tee-shirts or other promotional or other merchandise which bears the Booster Marks except as otherwise consented to by Booster in writing.

(d) Booster shall own all right, title and interest in and to all intellectual property created by or on behalf of either Party in connection with this Agreement or the Boosterthon Program, including, without limitation, all logos, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright. The distinctive colors, concepts, indicia and look displayed by Booster at the Boosterthon Program and by Booster in its regular business operations and materials shall constitute Booster property and therefore be owned by Booster. The Client expressly acknowledges that the Parties have agreed that all copyrightable aspects of the Boosterthon Program are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "**Act**"), of which Booster is to be the "author" within the meaning of such Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Booster as its creation, and the Client hereby expressly disclaims any interest in any of them. The Client expressly acknowledges that it is not a joint author and that all works created in connection with the Services hereunder are not joint works under the Act.

(e) Any and all rights of Booster, including those in and to the Boosterthon Program, are reserved to Booster and may be exercised, marketed, licensed, exploited or disposed of by Booster with respect to any third parties concurrently with the term of this Agreement.

15. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (a) delivered personally, (b) transmitted by guaranteed overnight delivery services, or (c) sent by certified mail, return receipt request, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered or sent by overnight delivery service shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on the date of the return receipt.

Booster: Booster Enterprises, Inc.
5300 Triangle Pkwy NW
Peachtree Corners, GA 30092
Telephone: _____
Attn: _____

Client: Stowe Elementary

a SCHOOL

Street: 715 101st Ave W
City: Duluth
State, Zip: MN 55808
Telephone: _____

Attn: _____

16. **Choice of Law/Venue.** This Agreement will be construed and enforced according to the laws of the State of Georgia, United States of America, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction. The Client agrees that any action or proceedings arising out of this Agreement shall be brought and maintained in Georgia, and hereby consents to the jurisdiction of courts located in Georgia.

17. **Relationship of Parties.** Booster is an independent contractor, and nothing herein shall be construed to make either Party the partner, employee, joint venture or agent of the other Party. Except as set forth in this Agreement, neither Party shall have the right or power to obligate or bind the other in any manner whatsoever. Except as expressly set forth otherwise herein, the Client shall not exercise direct supervision or control over Booster's day-to-day activities or over Booster's employees, agents or subcontractors. Each of Booster and the Client shall be solely responsible for its actions and the actions of its employees and agents. For the avoidance of doubt, neither Booster nor its employees, agents or subcontractors, including, without limitation, any temporary labor, shall be deemed the Client's employees, agents or subcontractors, and no such party or individual shall hold itself out as such. In no event shall the Client be responsible for providing any employee benefits to any such party or individual.

Without limiting the generality of the foregoing, (a) the Client shall not withhold from any of the consideration hereunder, except when required by law, any amount for federal income taxes, social security, Medicare or any other legal deductions; and (b) the Client shall not make premium payments or contributions for any workers' compensation or unemployment compensation benefits for any employee or agent of Booster or its agents, payment of which shall be Booster's responsibility.

18. Unavoidable Delay. The Parties shall not be liable for failure to perform its complete obligations described in this Agreement, if such failure results from any act of God, inclement or severe weather, flood, earthquake, terrorist attack, riot, war, civil unrest, pandemic, or other cause outside of a Party's control that prevents such Party from fulfilling its obligation as outlined in this agreement (a "**Force Majeure Event**"). In the event that the Boosterthon Program is cancelled due to a Force Majeure Event, including any unplanned school/district closures (such as COVID-19), Booster will work with the Client to schedule an alternative date, or provide a virtual option, for the Boosterthon Program at a date that is mutually convenient for the Parties. If rescheduled, the retained Base Cost shall be applied to the newly scheduled Boosterthon Program. If cancelled, due to a Force Majeure Event, Booster shall refund the Base Cost for the Boosterthon Program, and no Party shall have further recourse against the other Party for fees or services with respect to such cancelled event.

19. Further Assurances. The parties agree to take such action, and to produce or execute such other documents or agreements as may be necessary or desirable for the execution and implementation of this Agreement and the consummation of the transactions contemplated hereby.

20. Dispute Resolution. Any Dispute arising out of or relating to this Agreement or the breach thereof shall be submitted in writing to the other Party. Upon receiving written notice of the Dispute, the Party will have thirty (30) days to respond. If an amenable resolution cannot be achieved within thirty (30) days, the Parties may extend the period for an additional thirty (30) days. If an amenable resolution still cannot be reached, the Parties will elect a single mediator, agreeable to each Party, and submit the Dispute to mediation. The cost of mediation will be shared equally between the Parties. If an amenable resolution cannot be achieved through mediation, each Party may pursue any legal remedy available under the law.

21. Severability. If any provision of this Agreement, or part thereof, or the application of any provision, or part thereof, is held invalid or unenforceable, the application of such provision, or part thereof, other than to the extent it is held invalid or unenforceable, shall remain in full force and effect. All other provisions in this Agreement shall remain in full force and effect.

22. Entire Agreement/Amendment. This Agreement, together with Exhibits A and B, constitutes the final, complete, and exclusive embodiment of the entire agreement and understanding between Booster and the Client and supersedes and preempts any prior or contemporaneous understandings, agreements, or representations by or between the parties, whether written or oral. Any amendment to this Agreement shall be set forth in writing, dated, and signed by both parties to this Agreement.

23. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Documents, including signatures, transmitted via facsimile or electronic transmission shall have the full force and effect of original documents.

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective on the date first above written.

“Booster”

BOOSTER ENTERPRISES, INC.

By: DocuSigned by:
Shannon Good
AFBCDEDC81204D8...

Name: Shannon Good

Title: Account Executive

Date: 10/13/2022

“Client”

Name of Client: Stowe Elementary

a SCHOOL

By: DocuSigned by:
Jessica Cook
9F2890BB51BB432...

Name: Jessica Cook

Title: Principal

Date: 10/13/2022

By: _____

Name: _____

Title: _____

Date: _____



Exhibit A

Boosterthon Program Schedule

DS
SG

Event	Date (s)	Parties Involved
Program Kick Off	2023-02-06	
Event Day	2023-02-14	

DS
M



Exhibit B

DS
SG

Pricing Breakdown

DS
N

- \$500 rolling base cost - paid upfront for first year and rolls over as base cost for every year that client rebooks
- 75% of funds raised to Stowe Elementary
- 25% of funds raised to Booster
- No online processing fee

Booster agrees to provide free glow bracelets OR necklaces for every student on event day.



Booster Enterprises, Inc.
5300 Triangle Pkwy NW
Peachtree Corners, GA
30092

INVOICE

Date 10/13/2022

Bill To

School Stowe Elementary

Address 715 101St Ave W

Duluth MN 55808

DEPOSIT DUE \$ 500

Payment Options:

You will receive a link to the Booster Payment Portal where you can pay your base cost online via ACH. If you would prefer to pay via check, please make them out to Booster Enterprises Inc. Please allow 2 weeks for processing any check payments

AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of September 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Fleischer, 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 7/1/22 and shall remain in effect until 6/30/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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 \$ 1500⁰⁰ in total.

(\$ 55 pu game)

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) 11 Arbutus Drive, Duluth MN 55810.

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 MPTA _____ X 11/15/22
 Contractor Signature SSN/Tax ID Number Date
8272 _____ 11/17/22
 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	292	000	305	700
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

Samuel Zwick _____ 11/29/22
 CFO / Superintendent of Schools / Board Chair Date

Sports PA Announcer
and Scoreboard

DECC

DULUTH ENTERTAINMENT CONVENTION CENTER

RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **Duluth East High School, 301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2022**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

December 16-17, 2022 (Friday-Saturday)

Symphony Hall
Paulucci Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$2,820.00 (Two Thousand Eight Hundred Twenty Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2022) or current rates

Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required thirty (30) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center or DECC approved catering vendor. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the DECC and Fire Prevention Bureau of the City of Duluth.

350 Harbor Drive / Duluth, MN 55802-2698 / 218-722-5573 / 218-722-4247 Fax

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, governmental restrictions, and inoperable building conditions.
12. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
13. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
14. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
15. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
16. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.
17. Permittee shall be subject to and follow all local, state and national orders that potentially restrict the number of attendees or mandate health protocols (such as masking, temperature checks, and physical distancing). Permittee agrees to assume responsibility, and provide adequate staffing, to enforce health protocols and attendance restrictions.

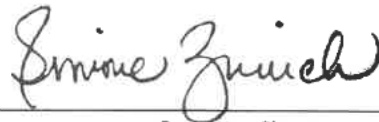
IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 21st day of April, 2022

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____

Dan Hartman, Executive Director
Duluth Entertainment Convention Center
(DECC)



Permittee Signature

Exec. Dir. of Finance, Business Services

Permittee Title

11/22/22

Date

Rev 12/08