

January 25, 2023

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: QUOTE #4360 – District-Wide Annual Inspection & Service to Boilers - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Swanson:

Attached please find a copy of the Agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by February 15, 2023.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2023.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign **which will also serve as your Authorization to Proceed.**

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

Sincerely,



David Spooner
Manager of Facilities
DJS/krl

CONTRACT

ANNUAL INSPECTION AND SERVICE TO BOILERS

QUOTE #4360

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	The Jamar Company		
Contact:	Mark Swanson		
Address:	4701 Mike Colalillo Drive, Duluth, MN 55807		
Phone:	218-628-1027	Fax:	218-628-1174
Correspondence Email Address	mark.swanson@jamarcompany.us		
Emergency Contact & Phone Number	Mark Swanson	218-628-3624	

HOURLY RATE	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
REGULAR Hourly Rate	\$128.00	\$134.53	\$145.42
OVERTIME Hourly Rate	\$192.00	\$201.79	\$218.14
HOLIDAY Hourly Rate	\$256.00	\$269.06	\$290.85

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	\$1,510.00	\$1,587.01	\$1,715.56
2	Denfeld High School	7	\$3,355.00	\$3,526.11	\$3,811.72
3	East High School	7	\$3,355.00	\$3,526.11	\$3,811.72
4	Homecroft Elementary School	3	\$1,510.00	\$1,587.01	\$1,715.56
5	Lakewood Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
6	Laura MacArthur Elementary School	3	\$1,510.00	\$1,587.01	\$1,715.56
7	Lester Park Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
8	Lincoln Park Middle School	3	\$1,510.00	\$1,587.01	\$1,715.56
9	Lowell Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
10	Myers-Wilkins Elementary School	3	\$1,510.00	\$1,587.01	\$1,715.56
11	Ordean East Middle School	3	\$1,510.00	\$1,587.01	\$1,715.56
12	Piedmont Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
13	Rockridge Academy	2	\$1,050.00	\$1,103.55	\$1,192.94
14	Stowe Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
Total Amount			\$22,070.00	\$23,195.57	\$25,074.41
Aerco Boiler 24-Month Service Charge/Boiler			\$1,090.00	\$1,145.59	\$1,238.38

NOTE: SERVICE SHALL BE COMPLETED EARLY IN THE HEATING SEASON
(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

DS
kl

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Mark Swanson</i>	05 E LOC 865 380 350 000 1/27/2023
ISD 709, Simone Zurich	DocuSigned by: <i>Simone Zurich</i>	signature date 1/27/2023
CFO/Executive Director of Business Services	signature	date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED The Jamar Company 4701 Mike Colalillo Drive Duluth, MN 55807	INSURER A: Zurich American Insurance Company NAIC # 16535	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W26910587 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

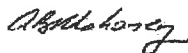
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	Y	GLO 8902940-03	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WC 8902941-03	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

Re: Quote 4360 - District Wide Annual Inspection & Service to Boilers; Duluth, MN.

CERTIFICATE HOLDER

CANCELLATION

ISD 709 215 N. First Avenue East Duluth, MN 55802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

January 25, 2023

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: QUOTE #4372 – District Wide Refrigeration Repair Services – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Swanson:

Attached please find a copy of the agreement between ISD #709 and the Jamar Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

REFRIGERATION REPAIR SERVICES

QUOTE #4372

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	The Jamar Company
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807
Phone Number:	218-628-1027
Fax Number:	218-628-1174
Correspondence Email Address:	mark.swanson@jamarcompany.us
Emergency Contact & Phone Number:	Mark Swanson 218-628-3624

HOURLY RATES	FY23 <i>First Year</i>	FY24 Second Year	FY25 <i>Third Year</i>
Regular Hourly Rates	\$84.00	\$90.80	
Overtime Hourly Rates	\$126.00	\$136.21	
Holiday Hourly Rates	\$168.00	\$181.61	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(8.1% increase over FY23 contract)

Estimated Annual Amount of Quote \$18,160.80

Insurance Received	DS <i>kl</i>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 369 350 000
Acceptance of 2023/2024 Contract		DocuSigned by: <i>Mark Swanson</i>	
ISD 709, Simone Zurich		DocuSigned by: <i>Simone Zurich</i>	signature _____ date _____
CFO/Executive Director of Business Services		signature	date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED The Jamar Company 4701 Mike Colalillo Drive Duluth, MN 55807		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC# 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W26910588 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	GLO 8902940-03	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	WC 8902941-03	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

RECEIVED
JAN 17 2023
FACILITIES MGT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

Re: District Wide Annual Refrigeration Repair Service; Duluth, MN.

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

ISD 709 is included as Additional Insured under the General Liability policy when required by written contract,

CERTIFICATE HOLDER **CANCELLATION**

ISD 709
 4316 Rice Lake Road, Suite 108
 Duluth, MN 55811

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[Signature]

January 25, 2023

Donald Holm Construction Co., Inc.
Attn: Ryker Holm
3211 West 3rd Street
Duluth, MN 55806

RE: BID #1297 – District-Wide Annual Carpentry Labor – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Holm:

Attached please find a copy of the agreement between ISD #709 and Donald Holm Construction Co., Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **April 1, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

CARPENTRY LABOR

Bid #1297

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Donald Holm Construction Co., Inc.
Contact:	Ryker Holm
Address:	3211 West 3rd Street, Duluth, Minnesota 55806
Phone:	218-628-2257 fax 218-628-1858
Correspondence Email Address:	ryker@donaldholmconst.com
Emergency Contact & Phone Number:	Ryker Holm

REGULAR HOURLY RATE	FY23 <i>First Year</i>	FY24 Second Year	FY25 <i>Third Year</i>
CARPENTRY FOREMAN	\$82.21	\$88.87	
CARPENTRY JOURNEYMAN	\$78.44	\$84.79	
APPRENTICE - level 8 (97%)	\$76.96	\$83.19	
APPRENTICE - level 7 (93%)	\$74.90	\$80.97	
APPRENTICE - level 6 (88%)	\$72.36	\$78.22	
APPRENTICE - level 5 (83%)	\$69.83	\$75.49	
APPRENTICE - level 4 (78%)	\$67.30	\$72.75	
APPRENTICE - level 3 (73%)	\$64.76	\$70.01	
APPRENTICE - level 2 (68%)	\$62.23	\$67.27	
APPRENTICE - level 1 (63%)	\$59.69	\$64.52	
LABORER FOREMAN	\$70.10	\$75.78	
SEMI-SKILLED LABERER	\$67.85	\$73.35	
LABORER	\$67.85	\$73.35	
LABORER APPRENTICE (80%)	\$67.85	\$73.35	

OVERTIME HOURLY RATE	FY23 <i>First Year</i>	FY24 Second Year	FY25 <i>Third Year</i>
FOREMAN	\$109.43	\$118.29	
JOURNEYMAN	\$103.80	\$112.21	
APPRENTICE - level 8 (97%)	\$101.51	\$109.73	
APPRENTICE - level 7 (93%)	\$98.47	\$106.45	
APPRENTICE - level 6 (88%)	\$94.67	\$102.34	
APPRENTICE - level 5 (83%)	\$90.87	\$98.23	
APPRENTICE - level 4 (78%)	\$87.07	\$94.12	
APPRENTICE - level 3 (73%)	\$83.26	\$90.00	
APPRENTICE - level 2 (68%)	\$79.47	\$85.91	
APPRENTICE - level 1 (63%)	\$75.66	\$81.79	
LABORER FOREMAN	\$95.02	\$102.72	
LABORER SEMI-SKILLED	\$91.64	\$99.06	
LABORER	\$91.64	\$99.06	
LABORER APPRENTICE (80%)	\$91.64	\$99.06	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(8.1% increase over FY23 contract)

Estimated Annual Amount of Quote **\$40,340.87**

Insurance Received _____	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 379 350 000	
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Ryker Holm</i> 149C7E5A1E8AD1	signature _____ date _____
ISD 709, Simone Zunich	DocuSigned by: <i>Simone Zunich</i> 8D469DF1454448D...	signature _____ date _____
CFO/Executive Director of Business Services		

January 25, 2023

Johnson Controls
Attn: Ben LaLone
4627 Airpark Boulevard
Duluth, MN 55811

**RE: BID #1297– District-Wide Annual Chiller Inspection and Maintenance Services –
Second Year of Contract (First of Two Renewable Years)**

Dear Mr. LaLone:

Attached please find a copy of the agreement between ISD #709 and Johnson Controls for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 23, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

CHILLER INSPECTION AND MAINTENANCE SERVICES

Bid #1299

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Johnson Controls
Contact:	Ben Lalone
Address:	4627 Airpark Boulevard, Duluth, MN 55811
Phone:	218-725-6762 Fax: 218-727-7945
Correspondence Email Address	ben.lalone@jci.com
Emergency Contact & Phone Number	866-211-3536

CALL OUT HOURLY RATE	FY20 <i>First Year</i>	FY21 Second Year	FY22 <i>Third Year</i>
NORMAL WORKING HOURS	\$169.00	\$182.69	
AFTER NORMAL WORKING HOURS	\$253.50	\$274.03	
SUNDAY & HOLIDAY WORKING HOURS	\$338.00	\$365.38	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on chillers.

ANNUAL INSPECTIONS COST PER BUILDING

1	Congdon Park Elementary School	2	\$2,232.00	\$2,412.79	
2	Denfeld High School	4	\$4,464.00	\$4,825.58	
3	East High School	3	\$3,348.00	\$3,619.19	
4	Homecroft Elementary School	1	\$1,116.00	\$1,206.40	
5	Lakewood Elementary School	1	\$1,116.00	\$1,206.40	
6	Laura MacArthur Elementary School	2	\$2,232.00	\$2,412.79	
7	Lester Park Elementary School	2	\$2,232.00	\$2,412.79	
8	Lincoln Park Middle School	2	\$2,232.00	\$2,412.79	
9	Lowell Elementary School	2	\$2,232.00	\$2,412.79	
10	Myers-Wilkins Elementary School	2	\$2,232.00	\$2,412.79	
11	Ordean East Middle School	2	\$2,232.00	\$2,412.79	
12	Piedmont Elementary School	2	\$2,232.00	\$2,412.79	
13	Stowe Elementary School	1	\$1,116.00	\$1,206.40	
Total Amount			\$29,016.00	\$31,366.30	

NOTE: SERVICE SHALL BE COMPLETED AS STATED IN DOCUMENTS
(8.1% increase over FY23 contract)

kl

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 380 350 000
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Ben Lalone</i>	1/27/2023
	DocuSigned by: <i>Simone Buriel</i>	1/27/2023
ISD 709, Simone Zurich	signature	date
CFO/Executive Director of Business Services	signature	date

January 25, 2023

Benson Electric Company
Attn: Nathan Sapik
1102 N. 3rd Street
Superior, WI 54480

RE: BID #1291 District-Wide Electrical Labor - High Voltage & Low Voltage - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Sapik:

Attached please find a copy of the Agreement between ISD #709 and Benson Electric Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **February 15, 2023**.

- **Certificate of Insurance** listing ISD #709 as the Certificate Holder and Additional Insured on the policy as we show your policy expired on **January 1, 2023**.

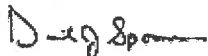
Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign **which will also serve as your Authorization to Proceed**.

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

Sincerely,



David Spooner
Manager of Facilities
DJS/krl

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

Bid #1291

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Benson Electric Company
Contact:	Nathan Sapik
Address:	1102 North 3rd Street, Superior, Wisconsin 54880
Phone:	715-394-5547 fax 715-394-5718
Correspondance Email Address	nate@becotm.com
Emergency Contact & Phone Number	Nathan Sapik

REGULAR HOURLY RATE	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
JOURNEYMAN	\$93.00	\$97.74	\$105.66
APPRENTICE - level 6 (85%)	\$70.00	\$73.57	\$79.53
APPRENTICE - level 5 (75%)	\$62.00	\$65.16	\$70.44
APPRENTICE - level 4 (65%)	\$54.00	\$56.75	\$61.35
APPRENTICE - level 3 (55%)	\$46.00	\$48.35	\$52.26
APPRENTICE - level 2 (50%)	\$42.00	\$44.14	\$47.72
APPRENTICE - level 1 (45%)	\$38.00	\$39.94	\$43.17
LOW VOLTAGE TECHNICIAN	\$90.00	\$94.59	\$102.25
LOW VOLTAGE INSTALLER	\$64.00	\$67.26	\$72.71

OVERTIME HOURLY RATE	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
JOURNEYMAN	\$139.50	\$146.61	\$158.49
APPRENTICE - level 6 (85%)	\$105.00	\$110.36	\$119.29
APPRENTICE - level 5 (75%)	\$93.00	\$97.74	\$105.66
APPRENTICE - level 4 (65%)	\$81.00	\$85.13	\$92.03
APPRENTICE - level 3 (55%)	\$69.00	\$72.52	\$78.39
APPRENTICE - level 2 (50%)	\$63.00	\$66.21	\$71.58
APPRENTICE - level 1 (45%)	\$57.00	\$59.91	\$64.76
LOW VOLTAGE TECHNICIAN	\$135.00	\$141.89	\$153.38
LOW VOLTAGE INSTALLER	\$96.00	\$100.90	\$109.07
<i>total estimated amount</i>	\$41,800.00	\$43,931.80	\$47,490.28

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 370 350 000
Acceptance of 2023/2024 Contract	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <small>753DEC1CACC5C487</small> </div>	1/27/2023
ISD 709, Simone Zunich	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <small>9B4602F1401A4BB...</small> </div>	_____
CFO/Executive Director of Business Services	<i>signature</i>	<i>date</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 332 West Superior Street, Suite 700 Duluth MN 55802	CONTACT NAME: Jen Christofferson	
	PHONE (A/C No. Ext): 218-625-2129	FAX (A/C No.): 218-722-7756
E-MAIL ADDRESS: jen.christofferson@marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of Amer		25674
INSURER B: Travelers Property Casualty Co of Amer		25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES **CERTIFICATE NUMBER:** 515301828 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DTCO9T679529PHX23	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		8109T6766442326G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP9T6808542326	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	UB9T67579A2326E	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Inland Marine		DTCO9T679529PHX23	1/1/2023	1/1/2024	Leased/Rented Equip	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When required by written contract, Certificate holder is included as Additional Insured with regards to the General Liability.

CERTIFICATE HOLDER **CANCELLATION**

ISD 709 4316 Rice Lake Rd, Suite 108 Duluth MN 55811	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

January 25, 2023

Northland Fire & Safety, Inc.
Attn: Mary Randby
2213 East 5th Street
Superior, WI 54880

RE: QUOTE #4359 District-Wide Inspection & Testing of Fire Alarm Systems - Third Year of Contract (Second of Two Renewable Years)

Dear Ms. Randby:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by **February 15, 2023**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **July 1, 2023**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

Quote #4359

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Northland Fire & Safety, Inc.		
Contact:	Mary Randby		
Address:	2213 East 5th Street, Superior, Wisconsin 54880		
Phone:	715-398-6643	fax 715-398-6647	
	Correspondance Email Address	mrandby@northlandfire.com	
	Emergency Contact & Phone Number	Mary Randby 218-788-6651 (pager)	

INSPECTION	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 Third Year
Total Amount of Quote (<i>see page 2 of 2</i>)	\$12,224.00	\$11,426.47	\$13,498.37

(Contractors annual inspection cost)

ADD/DEDUCT PER DEVICE CHARGE


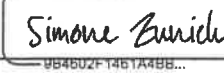
Smoke/Heat Detector	\$1.00	\$1.05	\$1.14
Signaling Notification Device	\$0.75	\$0.79	\$0.85
Other Initiating Device	\$1.00	\$1.05	\$1.14
Accessory Device	\$1.00	\$1.05	\$1.14

ADD ALTERNATE CLEANING/INSPECTIONS

Kitchen Hood Cleaning (36 hoods) <i>HOCHS removed</i>	\$5,447.00	\$5,724.80	\$6,188.51
ANSUL System Inspection (19 systems)	\$4,420.00	\$4,645.42	\$5,021.70

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Estimated Annual Amount of Bid **\$24,708.58**

Insurance Received _____	<small>DocuSigned by:</small>	Budget Code	05 E 005 865 363 305 000
Acceptance of 2023/2024 Contract	 <small>22CD49E5F424489...</small>	_____	_____
	<small>DocuSigned by:</small>	<i>signature</i>	<i>date</i>
ISD 709, Simone Zunich	 <small>9B4602F1461A48B...</small>	_____	_____
CFO/Executive Director of Business Services		<i>signature</i>	<i>date</i>

INSPECTION BREAKDOWN PER BUILDING

LOCATION	FY22 First Year	FY23 Second Year	FY24 Third Year
1) Central High School (closed)	\$441.00	\$463.49	<i>building demo</i>
2) Congdon Park Elementary School		\$631.65	\$682.81
Sensitivity Testing (FY22)	\$616.00		
3) Denfeld High School	\$1,966.00	\$2,066.27	\$2,233.63
4) East High School	\$976.00	\$1,025.78	\$1,108.86
5) Garfield Avenue Building	\$296.00	\$311.10	\$336.29
6) Historic Old Central High School	\$796.00	<i>building sold</i>	
—Sensitivity Testing (FY24)			
7) Homecroft Elementary School	\$491.00	\$516.04	
Sensitivity Testing (FY24)			\$858.92
8) Lakewood Elementary School	\$416.00	\$437.22	
Sensitivity Testing (FY24)			\$807.79
9) Laura MacArthur Elementary School	\$666.00	\$699.97	\$756.66
10) Lester Park Elementary School	\$331.00	\$347.88	\$376.06
11) Lincoln Park Middle School	\$506.00	\$531.81	\$574.88
12) Lowell Elementary School	\$796.00	\$836.60	
Sensitivity Testing (FY24)			\$1,637.16
14) Myers-Wilkins Elementary School		\$726.24	\$785.07
Sensitivity Testing (FY22)	\$1,066.00		
16) Ordean East Middle School	\$686.00	\$720.99	\$779.39
13) Piedmont Elementary School	\$411.00	\$431.96	\$466.95
14) Rockridge Academy	\$366.00		\$415.82
Sensitivity Testing (FY23)		\$489.77	
15) S.T.C. Main Campus (closed)	\$666.00	\$699.97	\$756.66
16) S.T.C. Upper Campus - In progress of Renovations	\$266.00	<i>renovations</i>	
17) Stowe Elementary School	\$466.00	\$489.77	
Sensitivity Testing (FY24)			\$921.40
Total Amount of Quote	\$12,224.00	\$11,426.47	\$13,498.37



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	CONTACT NAME: Kasi Heilig	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
E-MAIL ADDRESS: kasi.heilig@marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Secura Insurance, A Mutual Company		22543
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED NORTHF13
 Northland Fire & Safety, Inc
 2213 E 5th Street
 Superior WI 54880

COVERAGES

CERTIFICATE NUMBER: 973339757

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CP3325703	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Prop Damage Deduc \$ \$500 per Claim COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU3325705	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3325704	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ISD #709 is Additional Insured as required by written contract or agreement limited to General Liability Coverage.

CERTIFICATE HOLDER**CANCELLATION**

ISD #709 Facilities Management
 215 N 1st Avenue East
 Duluth MN 55802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

January 25, 2023

Northland Fire & Safety, Inc.
Attn: Mark Wagemaker
2213 East 5th Street
Superior, WI 54880

RE: Quote 4373 – District-Wide Annual Fire Extinguisher Service – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Wagemaker:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **July 1, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
7225 Northland Dr N #300
Minneapolis MN 55428

CONTACT NAME: Kasi Heilig
PHONE (A/C No, Ext):
E-MAIL ADDRESS: kasi.heilig@marshmma.com

FAX (A/C No):

INSURED
Northland Fire & Safety, Inc
2213 E 5th Street
Superior WI 54880

NORTF13

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Secura Insurance, A Mutual Company	22543
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 973339757

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CP3325703	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Prop Damage Deduc \$ \$500 per Claim
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU3325705	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC3325704	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ISD #709 is Additional Insured as required by written contract or agreement limited to General Liability Coverage.

CERTIFICATE HOLDER**CANCELLATION**

ISD #709 Facilities Management
215 N 1st Avenue East
Duluth MN 55802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

January 25, 2023

Superior Glass, Inc.
Attn: Knute Pederson
823 Belknap Street, Suite 110
Superior, WI 54880

RE: QUOTE #4362 District-Wide Glass Replacement Services - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Pederson:

Attached please find a copy of the agreement between ISD #709 and Superior Glass, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by February 15, 2023.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **April 1, 2024.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

GLASS REPLACEMENT SERVICES

Quote #4362

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Superior Glass, Inc.
Contact:	Knute Pedersen
Address:	823 Belknap Street, Suite 110, Superior, Wisconsin 54880
Phone Number:	715-394-5588 fax 715-394-5580
Correspondance Email Address	jmclaren@superiorglass.com
Emergency Contact/Phone Number	Tim Rooney 715-399-3176

		FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
HOURLY RATES	REGULAR	\$81.22	\$85.36	\$92.28
	OVERTIME	\$121.83	\$128.04	\$138.41
	HOLIDAY	\$162.44	\$170.72	\$184.55
Total Annual Amount of Labor		\$24,366.00	\$25,608.67	\$27,682.97

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

Type of Glass	1/4 inch		3/16 inch		1/8 inch		1/2 inch	
Single Pane Clear Laminated	12.65	14.37			10.65	12.10	253.00	287.44
Single Pane Clear Tempered	8.97	10.19	8.92	10.13	8.31	9.44	179.40	203.82
Single Pane Double-Strength Plate					4.13	4.69		
Double Pane Clear Annealed Insul	14.55	16.53					291.00	330.61
Double Pane Colored Annealed Insul	14.75	16.76					295.00	335.16
Double Pane Clear Tempered Insul	17.00	19.31					340.00	386.28
Double Pane Colored Tempered Insul	14.55	16.53					291.00	330.61

(5.1% increase over FY22 contract)

Total Annual Amount of Material	\$1,649.40	\$1,733.52	\$1,873.93
TOTAL ANNUAL AMOUNT OF QUOTE	\$26,015.40	\$27,342.19	\$29,556.90

MULLIONS	\$4.70	\$4.94	\$5.34
-----------------	---------------	---------------	---------------

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000
	<small>DocuSigned by:</small>	05 E LOC 865 368/379 350 000
Acceptance of 2023/2024 Contract	<i>Knute Pedersen</i>	2/8/2023
	<small>26DB804603884D3...</small> <small>DocuSigned by:</small>	signature
ISD 709, Simon Zurich	<i>Simone Burich</i>	date
CFO/Executive Director of Business Services	<small>8B4662F1481A48B...</small>	signature
		date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

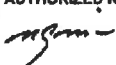
PRODUCER Holden Ashland Agency 409 W Main St PO Box 351 Ashland, WI 54806	CONTACT NAME: PHONE (A/C, No, Ext): (715) 682-9393 E-MAIL ADDRESS: ngima@holdeninsurance.com	FAX (A/C, No): (715) 682-6855
	INSURER(S) AFFORDING COVERAGE	
INSURED Superior Glass Inc 49717 State Highway 112 Ashland, WI 54806	INSURER A: West Bend Mutual	NAIC # 15350
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	B240336	12/12/2022	12/12/2023	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		B240336	12/12/2022	12/12/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		B240336	12/12/2022	12/12/2023	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	B240347	12/12/2022	12/12/2023	PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
re: District-wide glass replacement services: ISD #709 is named as Additional Insured with respect to General Liability for work performed by Named Insured under written contract, inasmuch as its interests may apply.

CERTIFICATE HOLDER ISD #709 215 North 1st Ave East Duluth, MN 55802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

January 25, 2023

Quality Lawn Care
Attn: Paul Morinville
9123 Beaudry St
Duluth, MN 55808

RE: BID #1298 District-Wide Lawn Care Services – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Morinville:

Attached please find a copy of the agreement between ISD #709 and Quality Lawn Care for the above referenced project for the period July 1, 2023 – June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

A Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 11, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

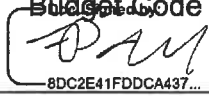
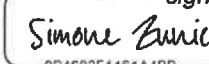
LAWN CARE SERVICES - BID #1298

Second Year of Contract (First of Two Renewable Years)
for the period of May 7, 2023 through September 16, 2023
Independent School District No. 709

Contractor:	Quality Lawn Care
Contact:	Paul Morinville
Address:	9123 Beaudry Street, Duluth, Minnesota 55808
Phone:	218-340-9287
Email Address:	morinvillepaul@yahoo.com
Emergency Contact Phone Number:	218-340-9287

		2022 <i>First Year</i>	2023 Second Year	2024 <i>Third Year</i>
1	Congdon Park Elementary School	\$95.00	\$102.70	
2	Denfeld High School	\$170.00	\$183.77	
3	East High School	\$185.00	\$199.99	
4	Homecroft Elementary School	\$95.00	\$129.72	
5	Lakewood Elementary School	\$120.00	\$129.72	
6	Laura MacArthur Elementary School	\$120.00	\$129.72	
7	Lester Park Elementary School	\$75.00	\$81.08	
8	Lincoln Park Middle School	\$370.00	\$399.97	
9	Lowell Elementary School	\$90.00	\$97.29	
10	Myers-Wilkins Elementary School	\$260.00	\$281.06	
11	Ordean East Middle School	\$300.00	\$324.30	
12	Piedmont Elementary School	\$95.00	\$102.70	
13	Rockridge Academy	\$95.00	\$102.70	
14	Stowe Elementary School	\$120.00	\$129.72	
15	Transportation Center	\$34.00	\$36.75	
	District Service Center (Central)	\$345.00	\$372.95	
		\$48,811.00	\$53,278.17	

(8.1% increase over 2022 contract)

Insurance Received _____	Budget Code 01 E LOC 810 000 350 000	
Acceptance of 2023 Contract	 <small>8DC2E41FDDCA437...</small>	3/9/2023
ISD 709, Simone Zurich	DocuSigned by: <i>signature</i>	_____ date
CFO/Executive Director of Business Services	 <small>9B4602F1461A49B...</small>	_____ date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

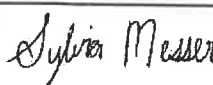
PRODUCER J3 INSURANCE - DULUTH 325 S LAKE AVE SUITE 706 Duluth MN 55802	CONTACT NAME: Sylvia Messer PHONE (A/C, No, Ext): 218-728-3600 E-MAIL ADDRESS: Sylvia@j3ins.com	FAX (A/C, No): 218-728-9910
	INSURER(S) AFFORDING COVERAGE	
INSURED Quality Lawn Care Paul & Keith Morinville 9123 Beaudry Street Duluth, MN 55808	INSURER A: Midwest Family	NAIC # 23574
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20220509132010531 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	ACMN0560106603	05/11/2022	05/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			CAMN0560106604	05/11/2022	05/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUMN0560118723	05/11/2022	05/11/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCMN0560106605	05/11/2022	05/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ISD #709 4316 Rice Lake Rd, Ste 108 Duluth, MN 55811	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

March 14, 2023

Hovland, Inc
Attn: Katie Schmidt
4177 Thunderchief Lane,
Hermantown, MN 55811

**RE: QUOTE #4361 – District-Wide Annual Cement Masons Labor - Third Year of Contract
(Second of Two Renewable Years)**

Dear Ms. Schmidt:

Attached please find a copy of the Agreement between ISD #709 and Hovland, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review, and if you concur, please sign and date the Agreement where indicated, **via DocuSign by March 20, 2023**.

Provide the following by **March 31, 2023** (please email to kimberly.ledoux@isd709.org):

- **Insurance Certificate** - ISD #709 must be named as Certificate Holder and Additional Insured on the Policy

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

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

Sincerely,



Kimberly LeDoux
Facilities Business Manager

CONTRACT

CEMENT MASONS LABOR

Quote #4361

Second Year of Contract (First of One Renewable Year)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Hovland, Inc.
Contact:	Katie Schmidt
Address:	4177 Thunderchief Lan, Hermantown, MN 55811
Phone:	218-722-1662 fax 218-722-1662
Correspondence Email Address	katie@hovlandinc.com
Emergency Contact & Phone Number	Lon Hovland 218-522-0315 lon@hovlandinc.com

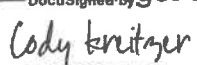
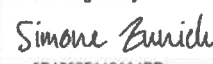
REGULAR HOURLY RATE	FY22	FY23 <i>First Year</i>	FY24 <i>Second Year</i>
FOREMAN	\$125.00	\$131.38	\$142.02
JOURNEYMAN	\$100.00	\$105.10	\$113.61
APPRENTICE	\$85.00	\$89.34	\$96.57

OVERTIME HOURLY RATE	FY22	FY23 <i>First Year</i>	FY24 <i>Second Year</i>
FOREMAN	\$150.00	\$157.65	\$170.42
JOURNEYMAN	\$125.00	\$131.38	\$142.02
APPRENTICE	\$105.00	\$110.36	\$119.29

estimated total amount \$15,500.00 \$16,291.00 **\$17,610.57**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 384 350 000
Acceptance of 2023/2024 Contract	DocuSigned by:  <small>04E8EE1C7A34405</small>	3/29/2023
ISD 709, Simone Zurich	DocuSigned by: signature  <small>9B4602F1401A46B...</small>	date 3/14/2023
CFO/Executive Director of Business Services	signature	date

January 25, 2023

Waste Management
Attn: Shante Diggles
3101 West Superior Street
Duluth, MN 55806

RE: BID #1301 – District Wide Refuse Removal and Recycling Services – Second Year of Contract (First of Two Renewable Years)

Dear Ms. Diggles:

Attached please find a copy of the agreement between ISD #709 and Waste Management for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **January 1, 2024**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

REFUSE REMOVAL AND RECYCLING SERVICES - BID #1301

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Waste Management
Contact:	Shante Diggles
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	612-453-1582
Correspondence Email Address:	shines2@wm.com
Emergency Contact & Phone Number:	Shante Diggles

Building	container quantity	per wk/year	FY23 First Year	FY24 Second Year	FY25 Third Year
Congdon Park	1/6 yd	3/40	\$42.81	\$46.28	
Denfeld HS	1/6 yd	2/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Denfeld HS	1/8 yd	3/40	\$57.10	\$61.73	
PS Stadium	1/6 yd	1/40	\$42.81	\$46.28	
District Service Center	1/6 yd	1/52		\$46.28	
East HS	2/6 yd	3/40	\$42.81	\$46.28	
Stadium	1/6 yd	1/40	\$42.81	\$46.28	
Stadium	29/96 g	1/4	\$259.20	\$280.20	
Facilities (Print Shop)	1/6 yd	1/52	\$42.81	\$46.28	
Homecroft	2/6 yd	1/40	\$42.81	\$46.28	
Lakewood	2/6 yd	1/40	\$42.81	\$46.28	
Laura MacArthur	1/6 yd	2/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Lester Park	1/6 yd	2/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Lincoln Park MS	2/6 yd	2/40	\$42.81	\$46.28	
Lowell	1/6 yd	5/40	\$42.81	\$46.28	
Myers-Wilkins	1/6 yd	5/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Ordean East MS	1/6 yd	3/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Piedmont	1/6 yd	2/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Rockridge	1/6 yd	1/40	\$42.81	\$46.28	
Stowe	2/6 yd	1/40	\$42.81	\$46.28	
Summer Program	1/6 yd	1/12	\$42.81	\$46.28	
Transportation	1/4 yd	1/52	\$28.53	\$30.84	
Total			\$94,136.16	\$101,761.19	

RECYCLING SERVICES

Cardboard per container	\$17.60	\$19.03
Paper per container	\$3.33	\$3.60
Confidential Recycling per bin	\$18.33	\$19.82
Total	\$14,895.00	\$16,101.49

(8.1% increase over FY23 Contract)

Estimated Annual Amount of Quote **\$117,862.68**

Insurance Received _____	Budget Code 01 E LOC 805 000 330 000	
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Shante Soto</i> <small>01E13E3E0619401</small>	3/15/2023
	DocuSigned by: _____	signature _____ date _____
ISD 709, Simone Zunich	<i>Simone Zunich</i>	signature _____ date _____
CFO/Executive Director of Business Services	signature _____	date _____



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)
12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D : ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indemnity Insurance Co of North America	43575	INSURER B : ACE American Insurance Company	22667	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D : ACE Property & Casualty Insurance Co	20699	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Indemnity Insurance Co of North America	43575													
INSURER B : ACE American Insurance Company	22667													
INSURER C : ACE Fire Underwriters Insurance Company	20702													
INSURER D : ACE Property & Casualty Insurance Co	20699													
INSURER E :														
INSURER F :														
INSURED WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIAT 1300299 RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT 2501 W GRANDVIEW RD PHOENIX AZ 85023														

COVERAGES **CERTIFICATE NUMBER: 13685294** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____		Y	Y	HDO G72955924	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY MCS-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY		Y	Y	MMT H25575398	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Pet accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		Y	Y	XEUG27929242 008	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WLR C70311094 (AOS) WLR C70311057 (AZ, CA & MA) SCF C70311136 (WI)	01/01/2023 01/01/2023 01/01/2023	01/01/2024 01/01/2024 01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY		Y	Y	XSA H25575350	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

RECEIVED

JAN 17 2023

FACILITIES MGT

CERTIFICATE HOLDER 13685294 ISD 709 215 NORTH 1ST AVENUE EAST DULUTH MN 55802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

January 25, 2023

Per Mar Security Services
Attn: David Corder & Ronda Meyer
4210 Airpark Blvd.
Duluth, MN 55811

RE: QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Third Year of Contract (Second of Four Renewable Years)

Dear Mr. Corder & Ms. Meyer:

Attached please find a copy of the Agreement between ISD #709 and Per Mar Security Services for the above referenced project covering the period from July 1, 2023 through June 30, 2024. After review and if you concur, please sign and date the following items where indicated, via DocuSign by February 15, 2023.

A Certificate of insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will be provided prior to the expiration of your current certificate on March 1, 2023.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed by all parties via DocuSign, a copy of the Agreement will be emailed to you. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities
DJS/krl

CONTRACT

SECURITY SYSTEM & FIRE DETECTION MONITORING SERVICES

QUOTE #4358

Third Year of Contract (Second of Four Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Per Mar Security Services				
Contact:	David Corder				
Address:	4210 Airpark Boulevard, Duluth, Minnesota 55811				
Phone:	218-481-6937	Fax: 218-722-1176			
Correspondence Email Address:	dcorder@permarsecurity.com				
Emergency Contact & Phone Number:	Mike Kloss 15-215-2918				

HOURLY RATE	FY22 1st Year	FY23 2nd Year	FY24 3rd Year	FY25 4th Year	FY26 5th Year
REGULAR Hourly Rate	\$105.00	\$110.36	\$119.29		
OVERTIME Hourly Rate	\$157.50	\$165.53	\$178.94		
HOLIDAY Hourly Rate	\$157.50	\$165.53	\$178.94		

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

MONTHLY MONITORING COST PER BUILDING (15 months) (12 months) (12 months) (12 months) (12 months)

1	Congdon Park Elementary School	\$200.00	\$210.20	\$227.23		
2	Denfeld High School	\$200.00	\$210.20	\$227.23		
3	East High School	\$200.00	\$210.20	\$227.23		
4	Laura MacArthur Elementary School	\$200.00	\$210.20	\$227.23		
5	Lester Park Elementary School	\$207.00	\$217.56	\$235.18		
6	Lincoln Park Middle School	\$207.00	\$217.56	\$235.18		
7	Myers-Wilkins Elementary School	\$207.00	\$217.56	\$235.18		
8	Ordean East Middle School	\$207.00	\$217.56	\$235.18		
9	Piedmont Elementary School	\$207.00	\$217.56	\$235.18		
10	Rockridge Academy	\$196.39	\$206.41	\$223.12		
11	Central High School (closed)	\$259.12	\$272.34	building demolished		
12	Garfield Avenue Building (Utility)	\$188.57	\$198.19	\$214.24		
13	Historic old Central High School	\$107.88	building sold			
14	Homecroft Elementary School	\$200.00	\$210.20	\$227.23		
15	Lakewood Elementary School	\$193.00	\$202.84	\$219.27		
16	Lowell Elementary School	\$193.00	\$202.84	\$219.27		
17	STC Main Campus (closed)	\$107.68	\$113.17	\$122.34		
18	Facilities Management STC Upper Campus	\$92.07	\$96.77	\$104.60		
19	Stowe Elementary School	\$193.00	\$202.84	\$219.27		
20	Transportation Center	\$179.54	\$188.70	\$203.98		
	New Transportation Building at DSC					
	New District Service Center Admin Building					
Total Monthly Amount		\$3,745.25	\$3,822.88	\$4,132.53		

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Total Annual Amount of Quote \$49,590.35

Insurance Received _____	Budget Code	01 E LOC 805 000 370 000
Acceptance of 2023/2024 Contract	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p><i>Patricia A. Berger</i></p> <p>DocuSigned by: signature</p> <p><i>Simone Zunich</i></p> <p>signature</p> </div> <div style="text-align: center;"> <p>2-3-2023</p> <p>date</p> <p>date</p> </div> </div>	
ISD 709, Simone Zunich		
CFO/Executive Director of Business Services		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	CONTACT NAME: Angie Puls	
	PHONE (A/C, No, Ext): (608)288-2723	FAX (A/C, No):
E-MAIL ADDRESS: angie.puls@m3ins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: LM Insurance Corporation		33600
INSURER B: Travelers Property Casualty of		25674
INSURER C: The Travelers Indemnity Co. of		25682
INSURER D: Travelers Casualty and Surety		
INSURER E: Lexington Insurance Company		19437
INSURER F: QBE Specialty Insurance Compan		11515

INSURED Per Mar Security and Research Corp, dba Per Mar Security Floyd Lock & Safe; Midwest Alarm Services, Inc. 1910 E Kimberly Rd PO Box 4227 Davenport IA 52807	PERMARS-01
--	-------------------

COVERAGES

CERTIFICATE NUMBER: 1265282981

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF-\$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		029316098	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		AS5Z91474086012	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		140000970	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	UB1T5993992351R	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Work Comp (AOS)		UB1T6000412351K	3/1/2023	3/1/2024	Limits 1M/1M/1M
D	Cyber Liability		106617599	3/1/2023	3/1/2024	Limit 3,000,000
	Crime (Clients' Property Off)					Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional insured (blanket basis), on a primary & non-contributory basis, is included in the General Liability and Auto Liability policies shown above, if required by written contract. Waiver of Subrogation (blanket basis) with respects to the General Liability, Auto Liability and Workers Compensation applies if required by written contract. Excess Liability coverage is follow form and excess over the underlying General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER**CANCELLATION**

ISD #709 Central
215 N. 1st Ave E
Duluth MN 55802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Mar 14, 2023

A+ Contractors
Attn: Jeremy Beier
6150 Old Miller Trunk Hwy
Duluth, MN 55779

RE: BID #1302 – Annual Snow Plowing Services –Central HS, Congdon Park ES, East HS, Lester Park ES, Myers-Wilkins ES and Piedmont ES – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Beier:

Attached please find a copy of the agreement between ISD #709 and A+ Contractors for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **March 20, 2023**.

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy). Please email to kimberly.ledoux@isd709.org

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

Kimberly LeDoux
Facilities Business Manager

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)

Independent School District No. 709

Contractor: **A Plus Contractors**

Contact: **Jeremy Beier**

Address: **6150 Old Miller Trunk Highway, Saginaw, Minnesota 55779**

Phone Number: **218-428-3050**

Correspondence Email Address: **sales@aplusduluth.com**

Emergency Contact & Phone Number: **Nick Chinello 218-390-4488**

SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Central, 800 East Central Entrance	\$518.88	\$783.73	\$1,064.79
Congdon Park, 3116 East Superior Street	\$481.05	\$718.87	\$891.83
East HS, 301 North 40th Avenue East	\$891.83	\$1,229.10	\$1,783.65
Lester Park, 5300 Glenwood Avenue	\$567.53	\$1,081.00	\$1,621.50
Myers-Wilkins, 1027 North 8th Avenue East	\$648.60	\$1,026.95	\$1,405.30
Piedmont, 2827 Chambersburg Avenue	\$486.45	\$729.68	\$972.90

TOTALS PER SNOW FALL	\$3,594.33	\$5,569.31	\$7,739.96
-----------------------------	-------------------	-------------------	-------------------

Total Annual Amount (16/2/1): **\$76,387.78**

(8.1% increase over FY23 contract)

Insurance Received _____	Budget Code 01 E LOC 810 000 305 000	
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Jeremy Beier</i> 350A8BD1CAE5431	3/14/2023
	signature	date
ISD 709, Simaone Zunich	DocuSigned by: <i>Simone Zunich</i> 0B4602F1461A4BE...	
CFO/Executive Director of Business Services	signature	date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reliable Agency, Inc PO Box 620 Cloquet MN 55720	CONTACT NAME: Kristen Modean	FAX (A/C, No): 218-655-3375
	PHONE (A/C, No, Ext): 218-655-3375	FAX (A/C, No): 218-655-3375
	E-MAIL ADDRESS: kristen@reliablenm.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Co		21415
INSURER B: Union Insurance Comp of Provid		21423
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 A+ Landscaping, LLC
 6150 Old Miller Trunk Hwy
 Duluth MN 55779
 ALANDSC-01


COVERAGES **CERTIFICATE NUMBER: 1582659629** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	5D86729	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	5E86729	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			5J86729	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ OTHER: \$
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5H86729	6/1/2022	6/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is granted additional insured status in respect to the General Liability per attached endorsement. 30 Notice of Cancellation has been added for Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

Independent School District No. 709 Duluth Public Schools 215 North First Avenue East Duluth MN 55802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

January 25, 2023

Blotti Contracting
Attn: John Blotti
9426 Grand Ave
Duluth, MN 55808

RE: BID #1302 – Annual Snow Plowing Services - Denfeld HS, Laura MacArthur ES, Lincoln Park MS, Stowe ES and Transportation – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Blotti:

Attached please find a copy of the agreement between ISD #709 and Blotti Contracting for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**.

Provide the following by **February 15, 2023** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Blotti Contracting
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone Number:	218-727-7686
Correspondence Email Address:	blotticontracting@gmail.com
Emergency Contact & Phone Number:	218-428-4208

LOCATION	SNOW FALL AMOUNT		
	1"-6"	6.01"-12"	above 12"
Denfeld HS, 401 North 44th Avenue West	\$540.50	\$864.80	\$1,212.00
Laura MacArthur, 720 North Central Avenue	\$323.22	\$540.50	\$757.50
Lincoln Park MS, 3215 West 3rd Street	\$524.29	\$810.75	\$1,111.00
Stowe, 715 - 101st Avenue West	\$324.30	\$616.17	\$808.00
Transportation, 3200 West Superior Street	\$270.25	\$345.92	\$454.50
TOTALS PER SNOW FALL	\$1,982.55	\$3,178.14	\$4,343.00

Total Annual Amount (16/2/1): **\$42,420.14**

(8.1% increase over FY23 contract)

Insurance Received _____	Budget Code 01 E LOC 810 000 305 000
Acceptance of 2023/2024 Contract	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>DocuSigned by:</small> <small>00A7433630304D0...</small> </div> <div style="display: flex; justify-content: space-between;"> <small>DocuSigned by:</small> signature date </div>
ISD 709, Simone Zunich CFO/Executive Director of Business Services	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>DocuSigned by:</small> <small>9B4602E1461A4BB</small> </div> <div style="display: flex; justify-content: space-between;"> <small>DocuSigned by:</small> signature date </div>



BLOTCON-01

MBOETTCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Holden Duluth Agency, Inc.
5713 Grand Ave
Duluth, MN 55807

CONTACT NAME:
PHONE (A/C, No, Ext): (218) 628-3618 **FAX (A/C, No):** (218) 628-1364
E-MAIL ADDRESS: holden@holdeninsurance.com

INSURED
Blott Contracting
John Blott
9426 Grand Avenue
Duluth, MN 55808

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Secura Insurance	22543
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			20-TC-005012600-0	11/9/2022	11/9/2023	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
		OTHER:							
A		AUTOMOBILE LIABILITY			20-A-005012600-0	11/9/2022	11/9/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB			20-CU-005012600-0	11/9/2022	11/9/2023	EACH OCCURRENCE	\$ 1,000,000
		<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
A		Inland Marine			20-TC-005012600-0	11/9/2022	11/9/2023	E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RECEIVED

JAN 30 2023

FACILITIES MGT

CERTIFICATE HOLDER

CANCELLATION

Minnesota Dept of Labor & Industry
Codes & Licensing Division
443 Lafayette Road North
Saint Paul, MN 55155

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cynthia A. Sand

January 25, 2023

Viele Contracting Inc.
Attn: Desi Govze
5064 Reid Rd
Duluth, MN 55803

RE: BID #1302 – Annual Snow Plowing Services - Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy – Second Year of Contract (First of Two Renewable Years)

Dear Ms. Govze:

Attached please find a copy of the agreement between ISD #709 and Viele Contracting Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

- **Certificate of Insurance** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy). Please email to kimberly.ledoux@isd709.org by **February 15, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)

Independent School District No. 709

Contractor: **Viele Contracting, Inc.**

Contact: **Desi Govze**

Address: **5064 Reid Road, Duluth, Minnesota 55803**

Phone Number: **218-728-2334**

fax: **218-730-9917**

Correspondence Email Address: **viele@viele.us**

Emergency Contact & Phone Number: **Nick Viele 218-348-7964 Zack Viele 218-428-5679**

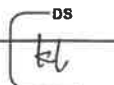
SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Homecroft, 4784 Howard Gnesen Road	\$470.24	\$578.34	\$864.80
Lakewood, 5207 North Tischer Road	\$442.13	\$648.60	\$1,026.95
Lowell, 2000 Rice Lake Road	\$497.26	\$918.85	\$1,081.00
Ordean East MS, 2900 East 4th Street	\$540.50	\$789.13	\$1,081.00
Rockridge, 4849 Ivanhoe Street	\$216.20	\$291.87	\$432.40

TOTALS PER SNOW FALL	\$2,166.32	\$3,226.79	\$4,486.15
-----------------------------	-------------------	-------------------	-------------------

Total Annual Amount (16/2/1): **\$45,600.90**

(8.1% increase over FY23 contract)

Insurance Received 	Budget Code 01 E LOC 810 000 305 000
Acceptance of 2023/2024 Contract	DocuSigned by: Desi Govze
ISD 709, Simaone Zunich	DocuSigned by: _____ signature _____ date
CFO/Executive Director of Business Services	DocuSigned by: Simone Zunich signature _____ date

January 25, 2023

Summit Fire Protection
Attn: Kenneth Schlais
4619 Airpark Boulevard
Duluth, MN 55811

RE: QUOTE #4363 District-Wide Security Annual Testing/Maintenance of Sprinkler Systems - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Schlais:

Attached please find a copy of the agreement between ISD #709 and Summit Fire Protection for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by February 15, 2023.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 1, 2023.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign **which will also serve as your Authorization to Proceed.**

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

Annual Testing/Maintenance of Sprinkler Systems - Quote #4363

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor: Summit Fire Protection	
Contact: Kenneth Schlais	
Address: 4619 Airpark Boulevard, Duluth, Minnesota 55811	
Phone: 218-740-4412	fax 218-740-4413
Correspondence Email Address	kschlais@summitfire.com
Emergency Contact & Phone Number	Jeff Keppers 218-522-0478

HOURLY RATE	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
REGULAR Hourly Rate	\$85.00	\$89.34	\$96.57
OVERTIME Hourly Rate	\$115.00	\$120.87	\$130.66
HOLIDAY Hourly Rate	\$140.00	\$147.14	\$159.06

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

* as per Summit letter dated 12-10-21

ANNUAL SERVICE COST PER BUILDING

Includes City fees and additional systems found *

4	Central High School (closed)	\$525.00	\$664.23	building demo
4A	Hydrant (6 hydrants)	\$185.00	\$254.34	renovations
2	Congdon Park Elementary School	\$345.00	\$532.86	\$576.02
3	Denfeld High School	\$570.00	\$2,251.24	\$2,433.59
4	East High School	\$535.00	\$695.76	\$752.12
4A	Hydrant (3 hydrants)	\$95.00	\$207.05	\$223.82
5	Historic Old Central High School	\$975.00		building sold
5A	Fire Pump Testing	\$400.00		
6	Homecroft Elementary School	\$185.00	\$401.48	\$434.00
7	Lakewood Elementary School	\$185.00	\$219.66	\$237.45
7A	Fire Pump Testing	\$400.00	\$420.40	\$454.45
8	Laura MacArthur Elementary School	\$345.00	\$375.21	\$405.60
9	Lester Park Elementary School	\$535.00	\$674.74	\$729.40
10	Lincoln Park Middle School	\$620.00	\$776.69	\$839.60
10A	Fire Pump Testing	\$400.00	\$420.40	\$454.45
10B	Hydrant	\$185.00	\$194.44	\$210.18
11	Lowell Elementary School	\$185.00	\$401.48	\$434.00
11A	Hydrant	\$95.00	\$99.85	\$107.93
12	Myers-Wilkins Elementary School	\$390.00	\$1,044.69	\$1,129.31
13	Ordean East Middle School	\$475.00	\$1,207.60	\$1,305.41
14	Piedmont Elementary School	\$475.00	\$729.39	\$788.47
15	Rockridge Academy	\$185.00	\$207.05	\$223.82
15A	Hydrant	\$95.00	\$99.85	\$107.93
16	STC Main Campus (closed)	\$290.00	\$317.40	\$343.11
17	STC Upper - Facilities Offices	\$185.00		renovations
18	Stowe Elementary School	\$185.00	\$424.60	\$459.00
18A	Hydrant (1 hydrant)	\$150.00	\$99.85	\$107.93
Total Annual Amount of Quote		\$9,195.00	\$12,720.25	\$13,750.59

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Insurance Received _____	Budget Code	05 E 005 865 363 305 000
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Kenneth C. Schlais</i>	
ISD 709, Simone Zunich	DocuSigned by: <i>Simone Zunich</i>	signature 1/31/2023 date
CFO/Executive Director of Business Services	signature	date

March 23, 2023

Johnson's Carpet One
Attn: Kyle Severin
5611 Grand Avenue
Duluth, MN 55807

RE: Quote #4382 Flooring Installation Labor

Dear Mr. Severin:

Attached please find a copy of the Agreement between ISD #709 and Johnson's Carpet One for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 13, 2023**.

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to kimberly.ledoux@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- **Please note the change of address for ISD 709:**
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Johnson's Carpet One an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **QUOTE #4382 Flooring Installation Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$8,495.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Quote #4382 response;
3. Quote #4382;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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 at an annual rate of approximately \$8,495.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation 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: Simone Zunich, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Johnson's Carpet One, 5611 Grand Avenue, Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zunich	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations

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

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

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

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

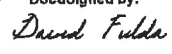
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

EAA371BCEA2C4F5... 41-090851 3/23/2023

Johnson's Carpet One Signature SSN/Tax ID Number Date

DocuSigned by:

71EC912498B7423 3/23/2023

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).

01/05	E	Location	810/865	000/379	350	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

9B4802F1461A4BB... 4/12/2023

CFO / Superintendent of Schools / Board Chair Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holden Insurance Agency, Inc. 823 Belknap St., Suite 121 PO Box 459 Superior, WI 54880	CONTACT NAME: PHONE (A/C, No, Ext): (715) 394-7741	FAX (A/C, No): (715) 394-7502
	E-MAIL ADDRESS: holden@holdeninsurance.com	
INSURED Johnson Carpet One Johnsons Carpet, Tile and Lino 5611 Grand Ave Duluth, MN 55807	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Integrity Mutual Insurance Co.	
	INSURER B: Westchester Surplus Lines	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		X	CPP2633275	5/15/2022	5/15/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA2626855	5/15/2022	5/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2626857	5/15/2022	5/15/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WCP2626856	5/15/2022	5/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 500,000
								E.L. DISEASE - EA EMPLOYEE \$ 500,000
								E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Pollution Liability			G71657772 001	2/21/2022	2/21/2023	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: District Wide Flooring Installation Certificate holder is named as additional insured in regards to the general liability as required by contract.



CERTIFICATE HOLDER Duluth Public School ISD #709 215 North 1st Ave E Duluth, MN 55802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

March 23, 2023

Regional Contracting & Painting
Attn: Rick Impola
PO Box 16661
Duluth, MN 55816

RE: Bid #1315 Painting Labor

Dear Mr. Impola:

Attached please find a copy of the Agreement between ISD #709 and Regional Contracting & Painting for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 13, 2023**.

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to kimberly.ledoux@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- Please note the change of address for ISD 709:
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

THIS AGREEMENT made and entered into this 24th day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Regional Contracting & Painting, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **BID #1315 Painting Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$36,006.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Bid #1315 response;
3. Quote #1315;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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 at an annual rate of approximately \$36,006.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation 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: Simone Zurich, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Regional Contracting & Painting PO Box 16661, Duluth, MN 55816.

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

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

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

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

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

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

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

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

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

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zurich	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

 516E319F72CA49D... 26351117 5/1/2023

Regional Contracting & Painting Signature SSN/Tax ID Number Date

DocuSigned by:

 71EC91249687423... 3/23/2023

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).

01/05	E	Location	810/865	000/379/384	350	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

 9B4602F1461A4BB... 4/12/2023

CFO / Superintendent of Schools / Board Chair Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER North Risk Partners 204 1st St. SE Wadena MN 56482		CONTACT NAME: Joann Therrien PHONE (A/C No, Ext): (218) 631-3690 E-MAIL ADDRESS: joann.therrien@northriskpartners.com FAX (A/C, No): (855) 927-6655	
INSURED Regional Contracting and Painting, LLC PO Box 16661 Duluth MN 55816		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22543	

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TC3368066	06/24/2022	06/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC3368066	06/24/2022	06/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3368068	06/24/2022	06/24/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC3368067	06/24/2022	06/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ISD #709 215 N 1st Ave E Duluth MN 58002	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

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

2. **Performance.** See attached DCSC ESSER Funding Proposal.

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$33,000 in total.

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

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

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

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

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

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

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

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

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

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

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

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



Duluth Community School Collaborative Proposal for ISD 709 ESSER Funds

February 13, 2023

DCSC Overview

The Duluth Community School Collaborative (DCSC) works with children and youth holistically in the context of their family, their school, and their community. Our mission is to foster community partnerships promoting wellness and school success for youth and families, creating a community of life-long learners that embraces diversity.

Originally created to address inequities within the Hillside neighborhood schools, the Duluth Community School Collaborative was the first in the state of Minnesota to adopt a Full-Service Community School (FSCS) model. This model is considered a leading place-based equity strategy in the education reform movement. The Duluth Community School Collaborative (DCSC) was founded in 1999 at Grant Elementary School and incorporated in 2001 as a 501(c)(3). Neighbors and educators in the community founded the organization (formerly known as Myers-Wilkins Community School Collaborative) in one of the more impoverished areas of the city through a grassroots campaign of advocacy and resource development. Because of its success in achieving desired outcomes; and, due to alignment with District-wide goals, two additional schools joined the Collaborative in 2015—Lincoln Park Middle School and Denfeld High School.

Poverty's impact on children often leads to academic under-performance, and limited access to the educational, social, and cultural enrichment opportunities that keep youth intellectually and creatively engaged. The Duluth Community School Collaborative builds intentional partnerships with community organizations and individuals in order to support academic success and well-being of the whole child. Knowing that poverty's negative impact on children, their families, and neighborhoods is profound and multifaceted, we seek to improve access to services and supports that contribute to student achievement by providing FSCS benefits within Myers-Wilkins, Lincoln Park and Denfeld Schools. The Full-Service Community School Model is based on four pillars: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices. The impact of these services extends far beyond the walls of the school, benefiting neighborhoods, partner organizations, businesses and the City of Duluth.



Proposed Services

In partnership with ISD 709, the Duluth Community School Collaborative is proposing to provide the following services to increase youth development and healthy living opportunities for Duluth-area youth, specifically those from low income households and BIPOC communities over the remainder of the 2022-2023 and 2023-2024 school years.

- **DASH Program** - Denfeld After School Happenings (DASH) is a free program held four times a week after school during the school year and for six weeks during the summer. The need for DASH is evident: recent Minnesota Department of Education data shows a sharp decline in Denfeld's four-year graduate rates, from 79.67% in 2020 to 69.79% in 2021—22 percentage points lower than graduation rates at neighboring East High School. Duluth's Assistant Superintendent Bonds identified the socioeconomic divide between the two schools, which was magnified by the pandemic, as the driving force of the disparity. By giving students added support, DASH aims to help all students overcome barriers to graduating on time. Tutors from local colleges and community organizations are here to help all students with academic work throughout the school year. In addition to tutoring, a variety of partners from local community organizations connect with students and expand access to additional free supports that can be provided in or out of the school building such as jobs, housing, food, healthcare, therapy, and more. Students are also able to access a free "super snack" or light meal after school. In 2022, DCSC also began operating a food pantry in our Community Schools Room.

ESSER funding will help us expand the opportunities available to students at DASH. Currently, our Community School Coordinator is supporting both school-wide systems change and leadership team work, while running out of school time (OST) programs. By hiring a Youth Development Coordinator to lead our OST efforts, we will be able to support new community partnerships and bring in diverse speakers that are representative of our student population, culturally relevant activities, and varied experiences to explore post-high school career pathways. Youth will be able to experience leadership opportunities and envision a full-spectrum of career and educational opportunities available to them after graduating. We will also celebrate and highlight diverse voices within the Denfeld school community, greater Duluth, and throughout Minnesota. The importance of youth to engage with positive adult role models of color is well documented. While 7.7% of Denfeld's students identify as Black or African American and 13.7% identify as two or more races, less than five of Denfeld's educators and staff identify as Black.

DASH has served over 150 unique students this school year and serves approximately 60 students each week.

- **Volunteer and Partnership Coordinator** - Duluth Community School Collaborative was awarded funding from AmeriCorps' Volunteer Generation Fund (VGF). With support from VGF, DCSC is in the process of hiring a volunteer coordinator to support volunteer recruitment for in-school and afterschool activities at our three community school sites: Myers-Wilkins Elementary, Lincoln Park Middle School, and Denfeld High School. A Volunteer Coordinator will enable DCSC to create a diverse volunteer base, while providing adequate training and support for volunteers to safely and meaningfully engage with youth.

Proposed Budget

Service	Total Budget	ESSER Request
150+ Denfeld students have access to DASH (Denfeld After School Happenings) after school program. 6-week DASH summer program held in support of learning recovery goals.	\$240,367/yr (\$360,550 for 1.5 yr timeframe) for Denfeld Community School Site Budget – FT Full-Service Community School Coordinator, FT Youth Development Coordinator, Youth and Community Stipends, Program Supplies, Transportation, etc	\$46,000
Volunteer Coordination to support diverse and well-trained volunteers for tutoring, out of school time program support, and school day support at 3 community schools.	\$60,000/yr (\$80,000 for 1.5 yr timeframe) for Full-Time Volunteer Coordinator, Volunteer Database, Promotional Materials/Tabling Fees, etc	\$20,000
	Total ESSER Request	\$66,000

Contact

Duluth Community School Collaborative

Kelsey Gantzer, Executive Director, kelsey@duluthcsc.org, 218-212-5952

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** See attached DCSC ESSER Funding Proposal.

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$33,000 in total.

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

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

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

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

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

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

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

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

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

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

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

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 1st day of February, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Jebeh Cultural Consulting LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until May 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Jebeh Cultural Consulting, will collaborate with Duluth Public Schools Staff Development Team to develop Professional Development for staff within the Duluth Public Schools on the topics related to: Rethinking Diversity and Inclusion Practices in the workplace and Diverse Families and Our Impact as Educators. The Professional Development will be tailored to specifically impact Duluth Public Schools educators that work with our children in and out of the classroom.

Professional Development includes:

August 29, 2023 - Keynote Speaker for all Staff Development Day (location to be determined)

Topic: *How to be a Cultural Competent Classroom Leader*

December 4, 2023 - Speaker and Presenter for All Staff Development Day for Certified and Non-Certified Staff. This will include a large group presentation and two breakout sessions with continued Professional Development on *How to be a Cultural Competent Classroom leader*.

Mini Sessions - Two mini sessions, one prior to December 4, 2023, one prior to May 30, 2024.

The mini sessions will offer a venue where smaller groups will receive follow through Professional Development on the topics of Rethinking Diversity and Inclusion Practices in the workplace and Diverse Families and Our Impact as Educators. (The dates are to be determined by the Staff Development Team prior to September 20, 2023.)

This contract includes meetings with the Staff Development team, evaluation results from the Staff Development team, mileage, preparation materials and work, hourly rate, and literature which are subject to negotiation.

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 \$10,000 in total. Jebeh Cultural Consulting will bill Duluth Public Schools in two installments one prior to December 1, 2023 and the second by May 20, 2024, each for a total of \$5,000.

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 717 Valley Drive, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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.

John E... 86-1631497 2-9-23
 Contractor Signature SSN/Tax ID Number Date

 Program Director Date

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

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

Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Anthony... 2/9/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 18th day of April, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Chi Maiingan

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Chi Maiingan (the "Parties") entered into the contract (the "Contract") dated 11/9/22 & 1/24/23, for the purpose of Completion of Ojibwe Bandolier bags.
- 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 \$900.00. This amendment would increase the not to exceed amount to \$975.00.

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.

Chi Malingam [Redacted] 4-19-23
Contractor Signature SSN or EIN Date
Nathan Smith
Program Director 4-20-23
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	540	203	313	305	314
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

Ermore Smith 4/26/23
CFO/Superintendent of Schools/Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of April, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/1/2022 and shall remain in effect until 6/30/2023, 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.** The Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$15,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School

Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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

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

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

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

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

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

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

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

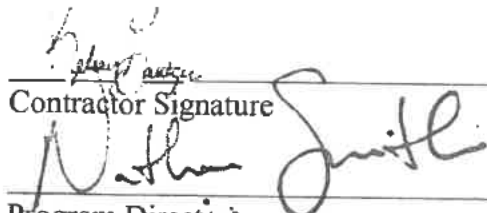
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 _____ 41-2002724 _____ 4/18/2023
 Contractor Signature SSN/Tax ID Number Date
 _____ 4-18-23
 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).

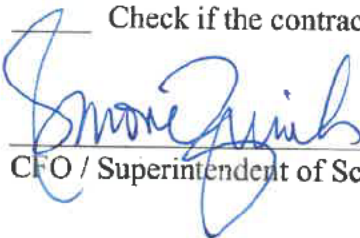
Please check the appropriate line below:

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


 _____ 4/18/23
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Troy Howes, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 3/28/23 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.** *Graduation Honor Song performed at graduation ceremonies*

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 per performance and \$ 300 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: 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) __3920 Tower Ave Apt #A-103 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:

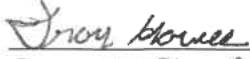
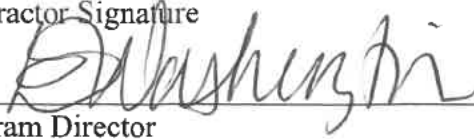
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 _____ SSN/Tax ID Number _____ Date 03-28-23

 Program Director _____ Date 4-10-23

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).

<u>01</u>	<u>E</u>	<u>005</u>	<u>605</u>	<u>320</u>	<u>305</u>	<u>340</u>
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 4/18/23

Independent Producer Agreement

BY AND BETWEEN

STORY NORTH PRODUCTIONS, INC.

AND

DULUTH PUBLIC SCHOOLS

THIS AGREEMENT, by and between Story North Productions, Inc., 394 South Lake Avenue Suite 700, Duluth, MN 55802 (“Producer”), and Duluth Public Schools, 4316 Rice Lake Road Suite 108, Duluth, MN 55811 (“Client”), collectively referred to herein as “the Parties,” is made effective as of the date of all Parties’ signatures and execution as provided below.

WHEREAS, Producer is a creative video production company specializing in story-driven content for companies and individuals; and

WHEREAS, Client desires to retain Producer to provide video productions services in accordance with the terms and conditions set forth below;

NOW THEREFORE, based on the consideration, mutual covenants and conditions contained herein (the receipt, adequacy and sufficiency of which being mutually acknowledged and agreed upon by each party), and subject to all terms and conditions set forth herein, the parties now covenant and agree as follows:

1. Term

1.1 The term of this Agreement shall commence on April 5, 2023, and shall continue until June 30, 2023, unless terminated earlier in accordance with Section 10 (the “Term”).

2. Services

2.1 Producer shall provide Services to Client and its duly authorized representatives, personally or through Producer’s own employees or subcontractors, as set forth in **Schedule A** attached hereto (the “Services”)

2.2 Producer shall determine the manner or means by which it performs the Services for the Client, including, without limitation, optimal time and place for performance of Services, except as agreed to between the parties or set forth in **Schedule A**.

2.3 Except as otherwise specified in **Schedule A**, Producer shall furnish, at its own expense, the equipment, supplies, tools or other materials used to perform the Services.

2.4 Client shall provide Producer with access to its premises and equipment to the extent necessary for Producer’s performance of the Services. Producer shall comply with all

applicable Client policies and procedures relating to Client's business, including those related to occupational health and safety and use of Client's facilities, supplies, information technology, equipment, networks or other resources.

2.5 Producer shall make itself available for consultation with Client at such times and places as mutually agreed upon between the parties. Upon request, Producer agrees to prepare and submit to Client periodic reports regarding performance of the Services.

3. Independent Contractor Relationship

3.1 Producer is and shall remain at all times an independent contractor and not an employee or dependent contractor of Client. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency, fiduciary or employment relationship between Producer and Client, for any purpose, and neither party has the authority to contract for or bind the other party in any manner whatsoever.

3.2 Producer shall provide the Services to Client on a non-exclusive basis, and shall be free to provide its services to third parties during the Term of this Agreement provided that Producer shall not provide such services in a way that is inconsistent with any of the provisions of this Agreement.

3.3 Without limiting Section 3.1, Producer and Producer's employees shall not be eligible to participate in any benefit or compensation plans offered by Client to its own employees, including, without limitation, any payments under any public or private employment standards regulations or agreements.

3.4 Client shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or state taxes, including state or federal health care or pension contributions or worker's compensation, for Producer or Producer's employees. Producer is responsible for any and all of these withholding or remittance obligations, and shall indemnify Client from and against any order, penalty, interest, taxes or contributions that may be assessed against Client due to the failure or delay of Producer in making any such withholdings or remittances on behalf of Producer's employees, or to file such other information as may be required by law.

4. Payment Terms; Expenses

4.1 Client agrees to pay Producer a total not to exceed \$24,000 in consideration for provision of the Services set forth herein and the attached **Schedule A**.

4.2 At the time of execution of this Agreement, Client shall pay Producer a non-refundable deposit equal to 50% of the total consideration to be paid for Producer's Services. The deposit will be subtracted from the final total amount due and owing to Producer upon completion of Services.

- 4.3 Client shall reimburse Producer for reasonable expenses incurred in the provision of Services under this Agreement, as may be modified or set out with greater detail in the attached **Schedule A**, or as the parties may otherwise agree in writing.
- 4.4 Producer shall issue invoice Client upon completion of agreed-upon project milestones or completion of Services under this Agreement, in accordance with the payment plan set forth in **Schedule A**.
- 4.5 Client shall pay invoices within ten (10) days of receipt, except as otherwise modified or agreed upon in writing by the parties. At the discretion of Producer, failure to remit timely payment of invoices may result in suspension or termination of the project.

5. Intellectual Property

- 5.1 Producer, as original creator, retains all copyrights or other intellectual property rights associated with the project files, raw video or other content created as part of Producer's Services rendered under this Agreement (collectively, the "Project Files"), including any of Producer's pre-existing, copyrighted material used in the project. Producer retains all ownership, license, title and right to use excerpts or portions of Project Files for its own advertising, promotional or commercial requirements, subject to the Confidentiality provisions set forth in Section 6 herein.
- 5.2 Upon full payment of all final amounts due and owing under this Agreement, Producer shall grant Client an exclusive license to the final product or products, as delivered, that are the subject of this Agreement, further described in **Schedule A** as the final "Deliverable[s]," including all copyrights or other intellectual property associated therewith.
- 5.3 Upon request, Client may purchase, for additional fee to be negotiated between the parties, all license, right, title, interest in, and possession of, all Project Files created, stored and retained by Producer as part of its performance of the Services under this Agreement, in which event, Producer will further assign to Client all license, right, title and interest throughout the world in and to all Project Files, including all copyrights or other intellectual property associated therewith.

6. Confidential Information

- 6.1 Producer acknowledges that in the course of providing the Services, Producer may create or have access to information that is treated as confidential and proprietary by Client, including, without limitation, information pertaining to any Deliverables, and in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, "Confidential Information").
- 6.2 Producer shall treat all Confidential Information as strictly confidential and only use Confidential Information for purposes of providing Services. Producer shall not, without prior written authorization of Client, either during the Term or after termination

of this Agreement, use or disclose any Confidential Information for the benefit or purposes of Producer or any other person, company or organization.

6.3 Confidential Information shall not include information that is or subsequently becomes generally available to the public.

7. Representations & Warranties

7.1 Producer represents and warrants that it:

(a) has the required skill, experience and qualifications to perform the Services; and

(b) shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and in compliance with all applicable federal, state, and local laws and regulations.

7.2 Client represents and warrants that:

(a) Client has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representatives, whose signature or signatures are set forth below, has been duly authorized by all necessary individual, corporate, nonprofit or governmental action.

8. Mutual Indemnification

8.1 Each Party agrees to indemnify and hold harmless the other, including the other Party's officers, agents, employees or assigns, from any and all claims, causes of action, losses or damages that the indemnified Party may incur as a result of the negligence, errors, omissions, willful or intentional acts of the indemnifying Party arising out of the performance of the indemnifying Party's duties, obligations or Services set forth in this Agreement.

9. Insurance

9.1 During the Term, Producer shall have and maintain in force commercial general liability ("CGL") insurance with policy limits appropriate to protect and indemnify Client from foreseeable losses arising from the Producer or Producer employees' conduct, acts, or omissions, which policy will include contractual liability coverage insuring the activities of Producer under this Agreement. Producer does not guarantee that its CGL policy will be adequate to protect Client from all losses that may arise in every foreseeable instance. Upon written request, Producer shall forward to Client a certificate verifying such insurance. Producer shall not do anything to invalidate such insurance and shall notify Client immediately in writing of notice of termination of such insurance.

10. Termination

- 10.1 During the Term, either Party may terminate this Agreement, with or without cause, upon ten (10) days' written advance notice to the other Party.
- 10.2 In the event of termination by Client pursuant to this clause, Client shall pay the Contractor for any Services completed up to and including the effective date of such termination.

11. Alternative Dispute Resolution

- 11.1 If a dispute arises from or relates to this Agreement or alleged breach thereof, and if the dispute cannot be settled through direct, good-faith communication, negotiation and discussion between the Parties, before resorting to arbitration, the Parties agree to first endeavor to settle the dispute by mediation administered by a mediator or mediation service of the Parties' choice.
- 11.2 If both negotiation and mediation prove unsuccessful, in whole or in part, the Parties agree that any unresolved controversy or claim arising out of or relating to this Agreement, or alleged breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and further that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 11.3 Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$100,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be Duluth, Minnesota, except as may be modified by agreement of both Parties. The arbitration shall be governed by the laws of the State of Minnesota. Each Party will, upon written request of the other, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed.
- 11.4 Time is of the essence for any arbitration under this agreement and arbitration hearings shall therefore take place within 90 days of filing, with awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Each Party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

12. General Terms & Conditions

- 12.1 Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding on Producer and Client only upon reduction to writing and signature by all Parties.

- 12.2 Producer agrees not to assign any rights under this Agreement without the prior and express written authorization of Client.
- 12.3 This Agreement, together with all attachments, addendums, schedules, paragraphs, terms, provisions, modifications, and amendments, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
- 12.4 Producer shall not be liable for any failure of, or delay in, performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, viral pandemic, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation.
- 12.5 In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the Parties to this Agreement.
- 12.6 It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same Parties who executed the original agreement or their successors in office.
- 12.7 The Parties acknowledge and agree that each of them has been advised to seek, had the opportunity to seek, or was otherwise not prevented from seeking independent legal counsel prior to execution and delivery of this Agreement and that, to the extent any Party did not avail itself of such counsel prior to executing the Agreement, said Party did so voluntarily without any pressure or influence by any other.
- 12.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the undersigned Parties hereby execute this Agreement, including associated Schedule A addendum, as follows

STORY NORTH PRODUCTIONS, INC.

DocuSigned by:
By: *[Signature]*
8DD8E8156AD24D7...
Its: Vice President
Date: 4/12/2023

DULUTH PUBLIC SCHOOLS

DocuSigned by:
By: *John Magas*
2F105E3723EF451...
Its: Superintendent
Date: 4/12/2023

Budget Code: 01 E 005 030 160 303 012

SCHEDULE A

By and Between Story North Productions, Inc., and Duluth Public Schools

THIS ADDENDUM (“Schedule A”), by and between Story North Productions Inc., 394 South Lake Avenue Suite 700, Duluth, MN 55802 (“Producer”), and Duluth Public Schools, 4316 Rice Lake Road Suite 108, Duluth, MN 55811 (“Client”), collectively referred to herein as “the Parties,” is attached to, and fully incorporated in, the Parties’ related Independent Producer Agreement effective April 5, 2023.

1. Services

1.1 Provide video production services for multiple deliverables for Duluth Public Schools

2. Deliverables

2.1 1x 2-3 minute Strategic Plan overview film

2.2 1x 2-3 minute teacher + staff recruitment film, 3x short edits

3. Timeline

3.1 Strategic Plan film overview:

3.1.1 Creative brief review + approval – 4/10

3.1.2 On-location filming – 4/18 + 4/19

3.1.3 Deliverable available for review – 5/3

3.1.4 Final version approval – 5/12

3.2 Recruitment film

3.2.1 Creative brief review + approval- 5/3

3.2.2 On-location filming – 5/16 + 5/17 + 5/18

3.2.3 Deliverable(s) available for review – 6/14

3.2.4 Final version(s) approval – 6/23

4. Cost of Project

4.1 Total not to exceed \$11,500 for Strategic Plan overview film

4.2 Total not to exceed \$12,500 for recruitment film + short edits

5. Payment

5.1 50% deposit (\$12,000) invoiced + due upon execution of contract agreement

5.2 Remaining balance (\$12,000) invoiced upon approval of deliverables

5.3 Any client revisions beyond intital 2 rounds per deliverable billed \$150/hr.



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2022 through June 30, 2023**

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2022 through June 30, 2023**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (To post services that a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance may take the form of email, telephone, WebEx or on-site at ARCC.
 - Will provide data entry service on the form 470.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Profile Window (Update EPC with District's current information)**
 - Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
 - The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
 - Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of email, telephone, WebEx or on-site at ARCC.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15-day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form and will provide District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
 - Will notify District if the Form 498 has not been submitted to USAC/SLD
 - The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.
- **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
 - Will notify the District of the BEAR filing process and deadlines.
 - Will offer a workshop at ARCC in the fall to complete the BEAR form/s with ARCC's assistance at no cost to the District.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
 - If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a \$150 per hour fee basis.
- **Other**
 - Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$150 per hour fee basis.
 - Will work with the District if an appeal is deemed necessary and possible; billable on a \$150 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.21 per pupil unit, based on the most recent completed prior year's final ADM served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above are considered above basic services for which an additional fee of \$150 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for E-Rate submission is true.



ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802



Arrowhead Regional Computing Consortium
4884 Miller Trunk Hwy, Ste 300
Hermantown, MN 55811

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Contractor

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, a school district.

Services

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin *April 19, 2023* and shall not extend beyond *June 8, 2023*, the contract not to exceed *36 days and 5 days per week, 3 hours per day*. The district agrees to reimburse Residential Services Inc. **\$30.00 per hour** for a sum not to exceed **\$3,240.00** for the time worked with [REDACTED] while participating in school activities.

**Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, Contractor; and Duluth Public Schools ISD#709, 215 North 1st Ave East, Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum I

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during times of Distance Learning only.

Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

Services to be provided at school site(s)

Services to be provided in the student's remote learning setting.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

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

Term

This Agreement shall be deemed to be effective as of April 19, 2023 and shall remain in effect until June 8, 2023, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 4316 Rice Lake Road, Duluth, MN 55811. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

Governing Laws

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

Residential Services Inc.

Signed: [Signature]

Title: Executive Director

Date: 4/21/23

Duluth Public Schools

Signed: [Signature] Signed: [Signature]

Title: Director Special Services Title: Exec Dir. of Finance, Business Services

Date: 4/17/23 Date: 4/19/23

Budget Code

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

**Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.**

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, Contractor, and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

Services are consultative with special education staff.

Services are during times of Distance Learning only.

Contractor shall provide a copy of Criminal Background Report and MCHIP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

Services to be provided at school site(s)

Services to be provided in the student's remote learning setting.

Payment

The cost of services shall be as set forth in Addendum I. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

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

Term

This Agreement shall be deemed to be effective as of July 10, 2023 and shall remain in effect until August 18, 2023, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 4316 Rice Lake Road, Duluth, MN 55811. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

Governing Laws

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

Residential Services Inc.

Signed: [Signature]

Title: Executive Director

Date: 4/21/23

Duluth Public Schools

Signed: [Signature] Signed: [Signature]

Title: Director Special Services Title: Exec. Dir. Finance, Purchasing Services

Date: 4/17/23 Date: 4/19/23

Budget Code

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



Company Address BASE Education
 c/o 7 Mindsets, LLC
 60 King Street
 Roswell, GA 30075
 US

Created Date 4/17/2023
 Expiration Date 7/31/2023
 Contract Start Date 8/1/2023
 Contract End Date 7/31/2026

Prepared By Brent Nelson
 Email brent@base.education

Contact Name Callie Devriendt
 Phone 218-336-8700 ext. 3359
 Email callie.devriendt@isd709.org

Bill To Name Duluth Public Schools
 Bill To Duluth East High School
 301 N 40th Ave E
 Duluth, MN 55804
 Duluth, MN

Product	Line Item Description	Quantity	Sales Price	Total Price
Middle School/High School	East High School - BASE Education MS/HS SEL Content, Substance Use/Misuse Content & BASEline - 3 Year Agreement	3.00	\$4,850.00	\$14,550.00
Professional Services Bronze Package- Webinar	Leadership & User On-Boarding/Implementation & On-Going Support - 3 Year Agreement	3.00	\$1,000.00	\$3,000.00
BASEline	3-Year Agreement	3.00	\$0.00	\$0.00
Grand Total				\$17,550.00

Notes:

3- Year Agreement Paid Up-Front
 • \$5,850/year

Accepted By:

Accepted Date:

Anthony Burke

Terms and Conditions:

This Order Form is a binding, legal agreement by and between the Purchaser indicated above and BASE Education, LLC ("BASE") and is governed by the License and Terms of Purchase Agreement ("Agreement") available at: <https://base.education/license-agreement-and-terms-of-purchase/>, the terms of which are incorporated into this Order Form for all purposes. This Order Form together with the Agreement and any other Order Forms executed by Purchaser and BASE are the entire agreement between the parties hereto, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. This Order Form is effective as of the date of acceptance by Purchaser below ("**Effective Date**"). By signing below, Purchaser acknowledges and agrees to the Agreement and the terms and conditions set forth herein. The signatory for Purchaser represents that he or she (i) has read, understood, and agrees to be bound by and comply with the Agreement and this Order Form; and (ii) he or she is authorized to sign this binding Agreement and Order Form on behalf of the Purchaser.

018005740499305000



This Online Educational Products and Services Order (this "Order"), dated as of 9/2/2023 (the "Order Effective Date"), is between Duluth Public School District, 4316 Rice Lake Rd Ste 108, Duluth, MN 55811 ("Customer") and Fuel Education LLC ("FuelEd"), 11720 Plaza America Dr., 9th Floor, Reston, VA 20190. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: *Gimone Zunic* Date: 4/27/23
 Name (Print): Gimone Zunic Title: Exec. Dir. Finance, Business

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

1. **Period:** 9/2/2023 through 9/1/2024 and is not eligible for a renewal period.
2. **Territory:** Students served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
1	Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available. Materials ordered separately.	\$30,000.00	\$30,000.00

4. Description of Educational Products.

Enterprise, Site and Enrolled User License Model

Enterprise, Site, and Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a limited and defined period of time, including alternative education and hospital homebound students. The Enterprise, Site and Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure the intended use for part-time/blended programs and alternative education populations.

K12 and FuelEd Online Courses

Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

5. Description of Services.

Hosting Solution:

The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customer's receipt of invoice. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

Site & Enterprise License, and ELL & Stride Skills Arcade Student License Terms:

Customer will be invoiced for the ordered number of Site and/or Enterprise licenses and ELL & Stride Skills Arcade Student Licenses promptly following the Order Effective Date. During the Period, the Customer may request seats in addition to those ordered hereunder. Customer will be invoiced for such

Budget Code

01 E 611 211 303 460 000

AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Derek Francis, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of March 31, 2023 and shall remain in effect until April 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)*

Presenter will:

Provide Session for Duluth East staff titled: Equity In Action April 20th 1hr to 1.5hrs.

Session Description: Many educators have found themselves looking for ways to engage with students of all backgrounds and to promote racial and social justice in their schools. All educators play a pivotal role in helping students learn about and feel affirmed in their identities and understand differences and biases. For more inclusive schools for all students, educators need awareness of how systemic and interpersonal racism, discrimination and hate appears in school. In this interactive session, educators will:

Session Goals:

- Learn a deeper understanding of your own multiple identities to build a closer cross cultural and inclusive environment.
- Understand how race, privilege and bias impact relationships with students, colleagues and the community.
- Practice strategies to proactively recognize, address and reduce hate, bias and discrimination in schools.
- Engage in Proactive Tier 1 and Tier 2 Equity Focused lessons and activities to build relationships.

Provide Unity Day Presentation For Duluth East 9th Grade Students

Unity Day is an opportunity for students and staff to come together to learn ways to promote diversity, inclusion and unity in school. The session will focus on sharing how students can:

- Create an inclusive school environment through:
- Exploring and embracing the identities that make YOU unique
- Learn about embrace similarities and differences with peers how to

- Use your voice to combat hate & bias if it occurs

Small Group Equity and Inclusion Leadership Group

In this small group session we will reflect on school climate and brainstorm ideas to promote inclusion. Students will discuss how barriers to inclusion such as bias, stereotypes and hate may be impacting school climate. Students will practice relationship building activities to model as student leaders. The goal of the session is to create proactive next steps such as:

- *Classroom Activities
- School or Community Activity
- Multicultural Night

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

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 \$ 3,000 in total.

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

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

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

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

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zurich , 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 Derek Francis, 6820 Hickory St. NE Fridley, MN 55432.

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.

Joseph J. Smith [REDACTED] 4/27/23
 Contractor Signature SSN/Tax ID Number Date
Danette Spivey 4/27/23
 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).

			<u>640</u>	<u>316</u>	<u>305</u>	<u>000</u>
01	!	ME	220	298	000	099
						419

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] 4/27/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Rowley, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 3/15-5/15 and shall remain in effect until 5/25, 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 \$ NA hourly and \$ 1,000 in total.

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

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

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

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

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

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

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

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

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

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

Michelle Bouley _____  3/15/23
 Contractor Signature SSN/Tax ID Number Date

Kathy Wautcher _____ 3/15/23
 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: Donkeld Drama Fund

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).

<u>011</u>	<u>E</u>	<u>215</u>	<u>298</u>	<u>000</u>	<u>305</u>	<u>438</u>
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] _____ 4/24/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



1301 N3rd St. • Superior WI 54880 • 715-392-7114 • 1-800-373-2562 • F 715-392-7163 • www.twinportstesting.com

April 5, 2023

TPT#23A0183

Mr. Richard Roseth
Duluth Denfeld
Via Email: Richard.roseth@ISD709.org

**RE: Lead Paint Testing
Duluth Denfeld
Duluth, Minnesota**

Dear Mr. Roseth,

Twin Ports Testing II, Inc. (TPT) is pleased to provide you with this price quotation for conducting lead paint testing at the Denfeld School located at 401 North 44th Avenue West in Duluth, Minnesota. Associated costs for this service are as follows:

Item	Unit Cost	Total Cost
On-site Inspection/Sampling, Travel Time, Sample Prep, Chain of Custody & Sample Shipment	1 hour @ \$90.00/hour	\$90.00
Project Management	¼ hour @ \$90.00/hour	\$22.50
XRF Lead Testing	¼ day @ \$300.00/day	\$75.00
Final Report	1 hour @ \$90.00/hour	\$90.00
Trip Charge	1 trip @ \$25.00 trip	\$25.00
TOTAL COST		\$302.50

TPT estimates that the field work would be completed within one day and looks forward to working with you on this project. Please feel free to contact me at (715) 394-8802 (office) or (218) 390-0162 (cell) with any questions or concerns you have regarding this cost estimate.

Sincerely,

Twin Ports Testing II, Inc.

A handwritten signature in black ink that reads "Tracy Jacobs".

Tracy Jacobs, CHMM
IH Services Manager



General Conditions of Service

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services as set forth in the foregoing Proposal, are incorporated by reference into said Proposal and shall, if said Proposal is accepted by Client, be part of the Agreement ("Agreement") under which services are to be performed by Twin Ports Testing II, Inc. In the event of a conflict between these General Conditions of Service, any Supplemental Conditions of Service, and the foregoing Proposal, the terms in the Proposal control.

1. SCOPE OF WORK

- (a) It is understood that the scope of work and time schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, the scope of work and time schedule may change even as the work is in progress. If Client requests additional services or a change in the scope of work or time schedule occur, a written amendment to the Agreement shall be executed by Client and Twin Ports Testing II, Inc. within seven (7) calendar days of receipt of such request or discovery of a change in scope or time schedule of work. Client's consent to such an amendment shall not be unreasonably withheld. In the event Client unreasonably fails to consent to such amendment, Client shall be in breach of the Agreement and Twin Ports Testing II, Inc. may immediately discontinue its work and seek recovery of all damages suffered.
- (b) The scope of work shall include all services provided by Twin Ports Testing II, Inc., in its discretion, which are reasonably necessary and appropriate for the effective and timely fulfillment of Twin Ports Testing II, Inc.'s obligations under the Agreement. All services provided by Twin Ports Testing II, Inc. shall be subject to the provisions of the Agreement. All services provided by Twin Ports Testing II, Inc. shall be invoiced and paid in accordance with Section 3 below.

2. CLIENT DISCLOSURES

- (a) Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions which Twin Ports Testing II, Inc. may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by Twin Ports Testing II, Inc.'s employees, agents or contractors. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or future hazard to human health or the environment, whether contained in a product, material, by-product, waste or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form, in piping, electrical cables or similar objects, whether above ground or below ground. Such hazardous substances shall also include any substance which poses or may pose a present or future hazard to human health or the environment. Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions upon entering into the Agreement. Thereafter, Client shall notify Twin Ports Testing II, Inc. of any other known or suspected hazardous substances or conditions immediately upon discovering them, or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes such substances hazardous.
- (b) Following any disclosure as set forth in Section 2(a) above, or if any hazardous substances or conditions are discovered or reasonably suspected to be present by Twin Ports Testing II, Inc. after its services are undertaken, Twin Ports Testing II, Inc. may, at its discretion, discontinue its services without further duties, obligations or liabilities of any kind. Whether or not Twin Ports Testing II, Inc. discontinues its services in whole or in part, Client and Twin Ports Testing II, Inc. agree that the scope of work, time schedule and the estimated fee or budget shall be adjusted accordingly, and Twin Ports Testing II, Inc. may, at its discretion, terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 2, Client shall pay Twin Ports Testing II, Inc. for all services provided and all termination expenses as set forth in Section 11(b) below.
- (c) If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the vicinity, Client shall notify Twin Ports Testing II, Inc. of such condition, potential health hazard or nuisance, and thereafter Twin Ports Testing II, Inc. shall take all reasonable measures deemed necessary to protect its employees, agents and consultants against such condition, potential health hazard or nuisance. Client shall be solely responsible for the cost of such measures.

3. PAYMENT, INTEREST AND BREACH

- (a) Client shall pay all invoices in full on receipt, and shall pay applicable interest on unpaid balances beginning thirty (30) days after the invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by applicable law.

- (b) In the event that Client fails to pay an invoice in full within sixty (60) calendar days after the invoice date, Client shall be in breach of the Agreement. Twin Ports Testing II, Inc. may, at its option, immediately terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 3(b), Client shall pay Twin Ports Testing II, Inc. for all services

4. ACCESS AND RESTORATION

Client shall furnish Twin Ports Testing II, Inc. with reasonable access to the site at all reasonable times. It is understood by Client that in the normal course of the work some damage to the site and/or materials may occur. While Twin Ports Testing II, Inc. will take reasonable precautions to minimize damage, Twin Ports Testing II, Inc. has not included the cost of restoration in the estimated fee or budget and will not be liable for such damage. Twin Ports Testing II, Inc. has no obligation to restore the site to its original condition. At Client's option, Twin Ports Testing II, Inc. will restore the site and invoice Client for the cost of restoration.

5. SAMPLES

All samples, if any, remaining after tests are conducted will in the ordinary course be discarded by Twin Ports Testing II, Inc. sixty (60) calendar days after submission of the final written report to Client unless Client requests, in writing, that Twin Ports Testing II, Inc. store or ship the samples, at Client's expense. Any such request shall be sent via certified mail, return receipt requested, to Twin Ports Testing II, Inc., Attn: Chief Operations Officer, 1301 North Third Street, Superior, Wisconsin 54880, and must be received within the 60-day period.

6. REPORTS, OWNERSHIP OF DOCUMENTS AND WITNESS FEES

- (a) Twin Ports Testing II, Inc. shall furnish one (1) copy of each report to Client. Additional copies shall be furnished at the rates specified in the Proposal or attached fee schedule. With the exception of Twin Ports Testing II, Inc.'s final written report to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations and estimates are and remain the property of Twin Ports Testing II, Inc. Client agrees that all reports and other documents furnished to Client and invoiced, but not paid in full within sixty (60) calendar days after the invoice date, will be returned to Twin Ports Testing II, Inc. immediately upon demand and will not be used for design, construction, permits, licensing or any other purpose.
- (b) At its discretion, Twin Ports Testing II, Inc. may retain principal documents, reports, lab data, etc., relating to the services performed for Client for up to five (5) years following submission of the final written report to Client.
- (c) In the event an employee of Twin Ports Testing II, Inc. is required to provide deposition or trial testimony in regard to work performed for Client by Twin Ports Testing II, Inc., Client agrees to pay Twin Ports Testing II, Inc., two times the hourly rate of the contracted services for each hour spent by such employee preparing for, traveling portal to portal and attending the deposition and/or trial, with a minimum four hour charge, and shall also pay mileage at the I.R.S. rate and all out-of-pocket expenses incurred.

7. STANDARD OF CARE

- (a) Twin Ports Testing II, Inc. represents that the services performed under the Agreement will be performed with the care and skill ordinarily exercised by reputable members of the applicable profession practicing under similar conditions at the same time in the same or a similar locality.
- (b) With the exception of Section 7(a) above, no other representation and no warranty, expressed or implied, is made or intended by Twin Ports Testing II, Inc. with respect to its performance of services under the Agreement.
- (c) In regard to subsurface investigations, the Client recognizes that subsurface conditions at the site may vary from those encountered in Twin Ports Testing II, Inc.'s explorations, testing and surveys, and that the information and recommendations developed by Twin Ports Testing II, Inc. are based solely on the work performed by Twin Ports Testing II, Inc.
- (d) Any exploration, testing, surveys and analysis associated with the work will be performed by Twin Ports Testing II, Inc. for Client's sole use. Twin Ports Testing II, Inc. shall not be responsible or liable for others' interpretation or use of the information developed from the work performed by Twin Ports Testing II, Inc.
- (e) Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates furnished to Client or its agents pursuant to the Agreement are not intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Twin Ports Testing II, Inc. shall not be responsible or liable for any reuse of such documents.
- (f) Twin Ports Testing II, Inc. shall not be responsible or liable for the work performed by others, including but not limited to the failure of others to perform their work in accordance with specifications or contract documents.
- (g) For work not performed on Twin Ports Testing II, Inc.'s premises, Twin Ports Testing II, Inc. shall not be responsible or liable for superintending, supervising or in any way directing the work of others, or for job or site safety, all such matters shall be the sole responsibility of others as determined by Client, unless specifically assumed by Twin Ports Testing II, Inc. in writing.
- (h) Twin Ports Testing II, Inc. shall not be responsible or liable for either setting or checking the accuracy of construction staking, or for staking or referencing locations of piling, caissons or footings, unless those functions are specifically assumed by Twin Ports Testing II, Inc. in writing. Twin Ports Testing II, Inc. shall rely on as accurate and reference results of tests and observations to control lines and elevations set as part of surveying or construction staking performed by others selected by Client.

- (i) Client shall be solely responsible for ensuring that its employees, contractors and subcontractors observe all applicable safety standards.

8. LIMITATION OF PROFESSIONAL LIABILITY

- (a) Twin Ports Testing II, Inc.'s total liability to Client for damages of whatever nature (including expenses such as court costs and attorneys' fees), on account of work performed or to be performed by Twin Ports Testing II, Inc., including but not limited to design defects, breach of contract, errors, omissions, or professional negligence, is limited to a sum not to exceed in the aggregate \$50,000.00 or the amount of Twin Ports Testing II, Inc.'s estimated fee, whichever is less.
- (b) Client shall notify in writing any contractor or subcontractor who may perform work in connection with any work performed by Twin Ports Testing II, Inc. that any claim for damages against Twin Ports Testing II, Inc. such contractor or subcontractor may have is also subject to the limitation on liability set forth in section 8(a) above and is included as part of the stated maximum amount recoverable from Twin Ports Testing II, Inc. Client shall require as a condition precedent to any contractor's or subcontractor's performance of work agreement in writing to such limitation of liability on their part as against Twin Ports Testing II, Inc. A copy of such agreement shall be provided to Twin Ports Testing II, Inc. before the contractor or subcontractor commences work.
- (c) Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates provided to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without Twin Ports Testing II, Inc.'s prior written consent is prohibited and at Client's sole risk and without liability to Twin Ports Testing II, Inc. or its contractor(s) and subcontractor(s). Client agrees to indemnify, defend and hold harmless Twin Ports Testing II, Inc. and Twin Ports Testing II, Inc.'s contractor(s) and subcontractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

9. INDEMNIFICATIONS AND LIMITATION OF LIABILITY

- (a) Twin Ports Testing II, Inc. shall indemnify, defend and hold harmless Client from and against bodily injury and property damage losses resulting solely from the gross negligence of Twin Ports Testing II, Inc., its employees, agents or consultants in the performance of services under this Agreement. Such liability however shall be limited as provided in Sections 8(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.
- (b) Client shall indemnify, defend and hold harmless Twin Ports Testing II, Inc. from and against any and all other claims, losses, damages, liability and costs (including court costs and attorneys' fees) arising out of or related to the Agreement and its performance, except only such liability as is set forth in Sections 8(a) and (b) and Section 9(a) above. Such liability shall be limited in accordance with Sections 8(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.

10. INSURANCE

Twin Ports Testing II, Inc. represents that it has Workers' Compensation insurance for its employees and adequate general liability insurance. Twin Ports Testing II, Inc. will furnish certificates of insurance to Client upon request.

11. TERMINATION (a) The Agreement may be terminated in the following ways:

- (i) By either Twin Ports Testing II, Inc. or Client upon seven (7) business days' written notice in the event of breach of the Agreement (other than the breach described in Section 3(b) above) by the other party. Such termination shall not be effective if the breach is remedied before expiration of the period specified in the written notice.
 - (ii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 2(b) above.
 - (iii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 3(b) above.
 - (iv) By Twin Ports Testing II, Inc. immediately if conditions exist which were not disclosed to Twin Ports Testing II, Inc. prior to its arrival at the site and which make it materially more difficult than anticipated to perform the work. (v) By either Twin Ports Testing II, Inc. or Client by mutual written agreement.
- (b) In the event the Agreement is terminated by either party, Twin Ports Testing II, Inc. shall be paid for all work performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and reassignment adjustments and all other costs incurred by Twin Ports Testing II, Inc. as a direct result of the termination.

12. MODIFICATION AND WAIVER

No purported modification or waiver of any provision of the Agreement shall be binding unless in writing signed by both parties (in the case of modifications). Any waiver shall be limited to the circumstances or events specifically referenced in the writing and shall not be deemed a waiver of any other provision hereof or of the same circumstance or event upon any recurrence thereof.

13. SEVERABILITY

If any part of the Agreement is determined by a court of last resort, or a lower court if no appeal is taken, to be unlawful, invalid, or otherwise unenforceable, the balance of the Agreement shall remain in full force and effect, and the offending provision shall be deemed amended to the extent necessary to conform to the law.

14. SECTION HEADINGS

The headings or titles in the Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of the Agreement.

15. SURVIVAL

All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Client and Twin Ports Testing II, Inc. shall survive the completion of services and the termination of the Agreement.

16. CHOICE OF LAW

The Agreement shall be governed by the laws of the State of Minnesota and any proceedings involving this Agreement, its enforcement, construction or otherwise shall be venued in Duluth, Minnesota.

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of April, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Danfelo - Arena / Amber Burns, 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 4/1/2023 and shall remain in effect until May 20, 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 \$ 1000 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.

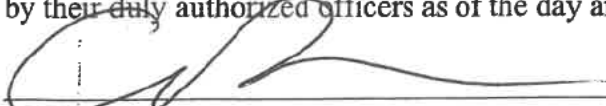
In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.


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: Kerly Wacziarg, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

4/3/23
 Date

Keely Wheeler
 Program Director

4/21/2023
 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).

<u>01</u>	<u>E</u>	<u>215</u>	<u>298</u>	<u>000</u>	<u>305</u> 401	<u>438</u>
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

5/1/23
 Date

Invoice/Reimbursement Form for Supplies, Materials or Contracted Services
(for Travel Reimbursement, use Form 412-R)

Independent School District 709
215 North First Avenue East
Duluth MN 55802-2058

Finance Dept. Use Only

Today's Date: 4/3/23 Check one: Payment Prepayment Reimbursement

DUE TO Vendor Name / Person: AMBER BURNIS
Address I: 2215 HILLCREST DRIVE
Address II: _____
City, State Zip: DULUTH, MN 55811
District employees must provide their Employee ID No: _____
Independent contractors must provide their Social Security No: _____

Vendor Number
resigned 2012
108357

DATE OF SERVICE	DESCRIPTION OF SERVICE
<u>3/15/23</u>	<u>CHOREOGRAPHY CHICAGO</u>
<u>5/25/23</u>	<u>RECEIVED * 1099 - over \$600.00</u>
	<u>APR 18 2023</u>
	<u>ACCTS PAYABLE</u>
	<u>Drama Budget</u>

ENCLOSURES – Please send the attached enclosure(s) with the payment to the Vendor.

FUND	TYPE	LOC	PROG	FIN	OBJ	CRS	PROJECT	AMOUNT
<u>01</u>	<u>E</u>	<u>215</u>	<u>298</u>	<u>000</u>	<u>901</u>	<u>438</u>		\$
					<u>305</u>		<u>EMAILED</u>	\$
							<u>APR 18 2023</u>	\$
							<u>TO: Jen Lauer</u>	\$
								\$
								\$

GRAND TOTAL: \$ 1000.00 ~~0.00~~

AUTHORIZATION/APPROVAL SIGNATURES:

J.W. 4/17/23 7190
Level 1 (Budget Manager) Date Level 3 Approval Date

Level 2 Approval Date Level 4 Approval Date

SCANNED
APR 19 2023

DOCUMENTATION INFORMATION

NOTE: Attach appropriate supporting documentation as required by policy.

• original receipts • contracts • invoices • other _____

In presenting the above invoice and verified claim, I declare under the penalties of perjury that this account, claim or demand is just and true and that no part of it has been paid. The effect of this verification shall be the same as if subscribed and sworn under oath.

[Signature] 4/3/23
Signature of Claimant / Applicant Date

INVOICE

Amber Burns
2215 Hillcrest Drive
Duluth, MN 55811
469 19 8414

BILL TO

Denfeld High School
Duluth Public Schools
Drama Department

INVOICE # 1

INVOICE DATE 04/06/2023

DESCRIPTION	AMOUNT
Choreography	\$1000.00
TOTAL	\$1000.00

Thank You

Payment is due within 15 days