

## CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 22<sup>nd</sup> day of December, 2022

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

University Nursery School College Street

**OF THE SECOND PART**

### **Background:**

- A. Independent School District No. 709 and University Nursery School College Street (the "Parties") entered into the contract (the "Contract") dated June 15, 2022, for the purpose of [REDACTED] Preschool programming.
- 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 \$80.00 per week and \$2,480.00 in total.
  - b. This amendment would increase the not to exceed amount effective January 9, 2023 to \$90.00 per week and \$2,670.00 in total.
  - c. Performance. Original performance was (2 days per week) Monday and Friday and 62 days in total.
  - d. This amendment would change the (2 days per week) effective January 3, 2023 to Tuesday and Thursday and 66 days in total.

### **No Other Change**

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

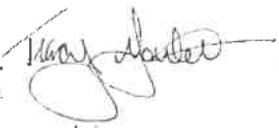
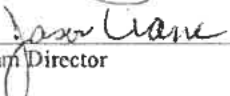
**Miscellaneous Terms**

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

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

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

	41-0988095	12/29/2022
Contracto	SSN or EIN	Date
	12/29/22	
Program Director		Date

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


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

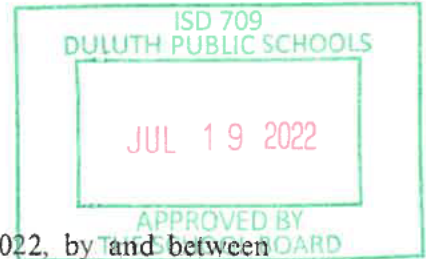
Check if the contract will be paid using District funds and enter the budget code in the top line below.

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

Check if the contract will be paid using Student Activity Funds

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

	12-28-22
CFO (Superintendent of Schools) Board Chair	Date



**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 15th day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School College Street, 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 September 12, 2022 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 835 West College Street, Duluth, MN 55811.

The approximate date the service will begin is September 12, 2022 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 62 Days (attending 2 days per week. The District will pay 2 days per week @ \$80.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$80.00 per week and \$2,480.00 in total.

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

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

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

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

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

**8. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 103, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to University Nursery School College Street, 835 West College Street, Duluth, MN 55811

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**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:

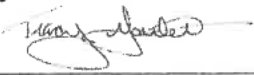
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of 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 41-0988095 SSN/Tax ID Number 7/6/2022 Date

  
 Program Director 6-26-22 Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

  
 CFO / Superintendent of Schools / Board Chair 6/29/22 Date



## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-2021.01-E-Rate PAN Services	<b>Seller Representative:</b>
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	Dave Donarski
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
<b>Date:</b>	December 07, 2022	<b>Solution Architect:</b> James Puzic
<b>Drafted By</b>		

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

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

### PROJECT SUMMARY

Customer recently migrated to a PA5410 and would like a health check.

### PROJECT SCOPE

The professional services engagement includes:

- Palo Alto Firewall Health Check

### APPROACH

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

### PROJECT KICK-OFF MEETING

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



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

## FIREWALL HEALTH CHECK

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

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

- Firewall Environment Review – Seller will work with Customer to understand their firewall environment, related components, and challenges.
- Firewall Design and Configuration Review – Seller will analyze the current firewall design and configuration to look for gaps or deficiencies in the following areas:
  - Management connectivity
  - Firewall resiliency
  - Software version and patch levels
  - Firewall networking configurations
  - Firewall features and the corresponding firewall configurations
- Problem Investigation - Seller will investigate challenges presented by Customer during the firewall environment review session and any problems revealed during the design and configuration review.
- Findings Report and Presentation - Seller will present the Health Check findings during a review session with Customer.
- Remediation - Seller has allocated (8) hour(s) to assist in remediating issues discovered during the Health Check. Customer and Seller will work together to determine which specific issues, if any, need to be remediated. If additional hours are needed for the Seller to fully resolve the issues Customer can request a Change Order.

## PROJECT CLOSURE

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

## CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

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

## PROJECT ASSUMPTIONS

This SOW is based on the following assumptions.

1. Work can be performed remotely.

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

## OUT OF SCOPE

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

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

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

Item(s) Provided to Customer:

<b>Item</b>	<b>Description</b>	<b>Format</b>
Health Check Findings Report	A document that records the findings identified during the firewall health check and potential solutions	PDF

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## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

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

## PROJECT MANAGEMENT

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

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

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## CONTACT PERSONS

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

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

## CHANGE MANAGEMENT

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

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

## PROJECT SCHEDULING

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

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

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

## TOTAL FEES

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

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

objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

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

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

Services Fees of \$5,300.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 24 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

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

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

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

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

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

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	20	\$4,500.00
Project Manager – Per Hour	\$200.00	4	\$800.00
<b>Estimated Totals</b>		<b>24</b>	<b>\$5,300.00</b>

## EXPENSES

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

Travel time will not be billed for this project.

## Travel Notice

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

## CUSTOMER-DESIGNATED LOCATIONS

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

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## SIGNATURES

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

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

**CDW Government LLC**

**Duluth Independent School District No. 709 (MN)**

By: Chris Schroeder

By: Simone H Zunich

Name: Services Contracts Manager

Name: Simone H Zunich

Title: Services Contract Manager

Title: Executive Director Bus

Date: Dec 21, 2022

Date: Dec 21, 2022

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.  
Vernon Hills, IL 60061

4316 RICE LAKE RD STE 108, STE 108, ACCTS  
PAYABLE  
DULUTH, MN 55811-4012



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**DULUTH AREA FAMILY YMCA  
and Duluth ISD 709  
Service Agreement 2022-2023**

This agreement between the Duluth Area Family YMCA (YMCA) and Duluth ISD 709, effective September 6, 2022, is intended to provide services to AEO/ALC students. Under this agreement, the YMCA agrees to provide:

- Memberships for all currently enrolled AEO/ALC students for the school year, beginning September 6<sup>th</sup>, 2022 and ending June 10<sup>th</sup>, 2023.
- Designated space for a physical education course up to two times per week through the end of the school year. This would include full gym space for up to one hour.
- Exclusive use of additional gym space can be discussed through school year at cost of \$30.00 per hour per ¼ gym space
- Additional exclusive rental space can be provided throughout the school year at 50% off listed rental rates.
- Invitation for AEO/ALC families and staff to come for free to the Y, the 1<sup>st</sup> Saturday of each month, during the school year.
- All members would be required to participate in an orientation in our Wellness Center. One free personal training session is available to all students as well.
- Instruction for PE students on Wellness Center equipment/activities can be provided at a reduced rate of \$40.00 per hour with a certified personal trainer (If the Y has a Health and Wellness intern this service may be provided free of charge, if scheduling allows).

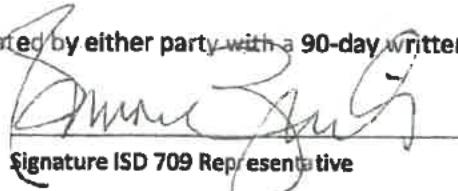
For these services, ISD 709 agrees to pay \$660.00 per month, beginning September 6, 2022, with the potential for a rate increase effective January 1, 2023 up to \$693.00 per month.

The Y welcomes the opportunity to provide additional resources for ISD 709. Should additional programming be required, staffing fees will be at a rate of \$20.00 to \$40.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

  
Signature Duluth YMCA Representative

12/19/2022  
Date

  
Signature ISD 709 Representative

12/12/22  
Date

Budget Code: 01 E 611 211 303 305 000

Lease levy?  
Tech Village!

**Re: Contract**

1 message

nathan glockle <nathan.glockle@isd709.org>  
To: Brett Mensing <brett.mensing@isd709.org>

Thu, Dec 8, 2022 at 11:00 AM

Harbor City has similar contract with the YMCA since the sale of Old Central left the Area Learning Center without a gym. We looked at a lot of different options and Cathy Erickson agreed to pay this so our students can meet their elective and required credits to graduate. (PE is a requirements in ISD 709). We also looked into renting a space in Tech Village. A former tenant had a gym with full locker rooms put in. It costs around 6K per month. It still is available. The YMCA though has been meeting our needs although it is roughly a 5 block walk for our students.

Let me know if you need anything else.

On Thu, Dec 8, 2022 at 9:24 AM Brett Mensing <brett.mensing@isd709.org> wrote:

Good morning, Nathan,

I guess Simone has some further questions about this contract.

Do we have a total cost? When I did the math, it came out to roughly \$6,600.00. Have we had a contract like this in the past for these same services?

What's the purpose/importance of adding these services to our students?

Any additional help would be much appreciated so we can move forward with this!

Thanks,

*Brett*

**Brett S. Mensing**

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

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

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

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

***Please note our new address.***

On Wed, Dec 7, 2022 at 10:05 AM nathan glockle <nathan.glockle@isd709.org> wrote:

I'm not sure. I'm 100% sure it's lease levy authority dollars. That's a start to look there and what Cathy used.

On Tue, Dec 6, 2022 at 4:02 PM Valarie Wagenbach <valarie.wagenbach@isd709.org> wrote:

Hi Brett! I am including Nathan because I do not know :)

Nathan, do you know what budget code we would use for the YMCA contract?

Thank you!

On Tue, Dec 6, 2022 at 1:53 PM Brett Mensing <brett.mensing@isd709.org> wrote:

Could you please provide me with a budget code for this contract?

Thanks!

-Brett

On Tue, Dec 6, 2022 at 8:55 AM Valarie Wagenbach <valarie.wagenbach@isd709.org> wrote:

Thank you Brett!

On Tue, Dec 6, 2022 at 8:28 AM Brett Mensing <brett.mensing@isd709.org> wrote:

Good morning, Val,



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 20th day of December 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Mickelson Consulting, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 12/20/22 and shall remain in effect until 6/30/24, 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.**

This contract is to enable and structure the collaboration between Duluth Public Schools and Laraine Mickelson and Paul Mickelson for restorative practices.

WHEREAS, Duluth Public Schools desires to supplement its capacity to deliver restorative practices training and restorative conferencing services to facilitate healthy connections and conflict resolution across the district.

WHEREAS, Laraine and Paul Mickelson desire to partner and collaborate with Duluth Public Schools to provide services related to restorative practices including providing restorative practices training to Duluth Public Schools staff and students, and restorative conferencing services to staff and or students in Duluth Public Schools.

WHEREAS, services performed by Laraine and Paul Mickelson include professional development training to school staff and district leaders on restorative practices and enhancing conflict competency and relationship learning. In addition, consulting services may be utilized as needed to support with staff or student conflicts to include facilitating restorative conferences, circles, and preliminary interviews to assist with the conferencing process as needed. In the case of student involvement parental consent and releases of information will be sought first by the school and signed by the parent/legal guardian before services will begin. Services will occur from this point forward in December 2022 through June 2024.

**Roles and responsibilities:**

It is understood that Laraine Mickelson and Paul Mickelson and Duluth Public School District must work together as a team as it relates to the success of this partnership and implementation of services performed in Duluth Public Schools. Both parties are to communicate any cause or concern pertaining to the overall success of this agreement. The parties understand their separate and distinct responsibilities.

**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 \$50,000 in total. Price of services will be discussed before services begin and will be agreed upon prior to services starting.

Laraine Mickelson charges \$1,000 per day for each full day of training or \$150 per hour for training. In addition \$25/hour for prep time will also be billed as well as mileage. In addition, we will be billed for materials needed to conduct the training such as booklets, posters, etc. For restorative conferencing services Laraine Mickelson will charge \$150/hour for facilitation. All checks for payment of services performed should be addressed and mailed to Laraine Mickelson at 2590 County Rd 139, Barnum, MN 55707. \*

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 Zunich - CFO , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Laraine Mickelson, 2590 County Rd 139, Barnum, MN 55707.

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Marlene Michaels \_\_\_\_\_ 12/19/22  
 Contractor Signature SSN/Tax ID Number Date

Callie DeVriendt \_\_\_\_\_ 12/20/22  
 Callie DeVriendt, Mental Health & SEB MTSS Coordinator Date

Anthony Bonds \_\_\_\_\_ 12/20/22  
 Anthony Bonds, Assistant Superintendent Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).  
 -Some additional services will be paid for through other budget code numbers at times and we will work with finance when other budget codes need to be used.

01	E	005	740	499	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Tomme Zurich \_\_\_\_\_ 12/21/22  
 CFO / Superintendent of Schools / Board Chair Date

## CONTRACT ADDENDUM

**THIS CONTRACT ADDENDUM** dated this 2nd day of December, 2022

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Reading & Math, Inc. DBA Ampact

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Reading & Math, Inc. DBA Ampact (the "Parties") entered into the contract (the "Contract") dated September 18, 2022, for the purpose of providing reading and math tutoring to students.
- 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. Lester Park Elementary is added as a school participating in the Reading Corps and Math Corps programs.

**No Other Change**

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

**Miscellaneous Terms**

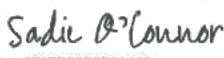
3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice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

feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

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

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

DocuSigned by:  
 Sadie O'Connor 47-2306902 12/21/2022 | 9:33 AM CST  
F76FB2870B21429  
 Contractor Signature SSN or EIN 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), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:**

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

XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 CFO/Superintendent of Schools/Board Chair 12/17/22  
 Date

**Certificate Of Completion**

Envelope Id: 916FBF4365BF4BF5AF8B5300190A6604  
 Subject: Signature Needed - Site Agreement Amendment for Duluth Public Schools  
 Source Envelope:  
 Document Pages: 2 Signatures: 1  
 Certificate Pages: 2 Initials: 0  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
  
 Envelope Originator:  
 Ampact  
 1200 Washington Ave S  
 Minneapolis, MN 55415  
 sites@ampact.us  
 IP Address: 47.32.59.185


**Record Tracking**

Status: Original Holder: Ampact Location: DocuSign  
 12/20/2022 5:25:40 PM sites@ampact.us

**Signer Events**

Sadie O'Connor  
 sadie.oconnor@ampact.us  
 Managing Director  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 F79FB2870B21429...

Signature Adoption: Pre-selected Style  
 Using IP Address: 204.209.50.132

**Timestamp**

Sent: 12/20/2022 5:25:41 PM  
 Viewed: 12/21/2022 8:16:13 AM  
 Signed: 12/21/2022 9:33:58 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Brett Mensing  
 brett.mensing@isd709.org  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 12/21/2022 9:33:59 AM  
 Viewed: 12/21/2022 9:39:01 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Lizzie Morris Vogt  
 lizzie.morrisvogt@ampact.us  
 Director of School Partnerships  
 Reading & Math, Inc. dba Ampact  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 12/21/2022 9:34:00 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**



**Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	12/20/2022 5:25:41 PM
Certified Delivered	Security Checked	12/21/2022 8:16:13 AM
Signing Complete	Security Checked	12/21/2022 9:33:58 AM
Completed	Security Checked	12/21/2022 9:34:00 AM

**Payment Events****Status****Timestamps**