



218-722-0816 www.oneidacres.com
306 West Superior Street #1605 Duluth, MN 55802

To: Angie Frank
IDS 709
325 W. 1st Street Suit 310
Duluth, MN. 55802

Revised: 10/06/2021

Dear Angie,

Thank You for this opportunity to provide a janitorial services estimate for IDS 709 located at 325 West 1st St. Duluth, MN. 55802 Suite 310

Included within this proposal, Oneida Realty Company will provide employee, supervisor, equipment and cleaning supplies that in our judgment are necessary to perform the services suggested. Our cost estimates also include public liability insurance to cover our employees at your work site. Certification of this coverage would be provided upon your request. IDS 709 is responsible for the cost of trash bags and can liners at an additional charge.

Cost for a one (1) day per week cleaning frequency: \$175.00 per month plus tax.

If this cleaning cost estimate is accepted, I would be your contact person during the duration of the contract, however, if I am unavailable, anyone within our office would be happy to answer your questions and address your concerns.

We respectfully submit this proposal and look forward to this opportunity to work with you in the future. Again, thank you for considering Oneida Realty Company for your facility needs.

Please sign below if this proposal is accepted.

Sincerely,
Jamie E. Glitsos

OWNER:

Angie Frank
IDS 709
325 West 1st St.
Duluth, MN 55802

CONTRACTOR:

Oneida Realty Co.
1605 Alworth Building
306 West Superior Street
Duluth, MN 55802

**INDEPENDENT SCHOOL DISTRICT 709
(ARVIG BUILDING)
CLEANING SPECIFICATIONS
OCTOBER 2021**

Items to be done Weekly

OFFICE & PUBLIC AREAS

1. Empty wastebaskets, replace liners as needed.
2. Spot vacuum carpeted areas.
3. Spot clean glass surfaces including entry doors and sidelight panels.
4. Spot clean carpeted areas.
5. Sweep and mop all hard floors.
6. Wipe down conference tables.
7. Disinfect all high touch areas
8. Dust all ledges, file cabinets, moldings, etc.
9. Dust or vacuum and damp wipe heating units, plaques, pictures and other wall mounted items.

BREAK AREAS

1. Empty wastebaskets, replace liners.
2. Clean and sanitize counters and sink.
3. Sweep and mop flooring/sweep and mop hard floor tile.
4. Spot clean walls.
5. Clean tables and other furniture.
6. Wipe down fronts of appliances.
7. Edge vacuum carpeted areas

Items to be done Monthly

1. Vacuum and damp wipe furniture.
2. Vacuum ceiling vents and diffusers.

DEPENDANT SCHOOL DISTRICT 709

ONEIDA REALTY COMPANY

OWNER:

CONTRACTOR:

By: 

By: Jamie E. Glitsos 10/05/2021

Its: CFO

Its: Operations Director

04-E-005-520-322-305-000

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of September 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 13th, 2021, and shall remain in effect until June 30th, 2022 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide in-person and/or DL cultural opportunities for the American Indian Education Department, district wide, such as Moccasin game teachings and hand drum workshops.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of \$75.00/hour (seventy-five dollars).

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office and ~~Office of Education Equity~~, 215 North 1st Avenue East, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

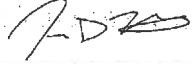

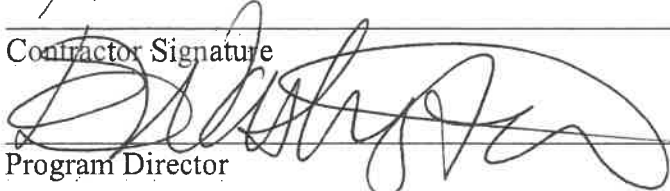
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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



 Contractor Signature _____ SSN/Tax ID Number  Date 9/13/2021

 Program Director _____ Date 10/1/2021

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 10/5/21

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and 1st Witness , 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 7th, 2021 and shall remain in effect until June 30th, 2022 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** 1st Witness will provide Child Sexual Abuse Prevention information to both parents and children of Duluth Public School elementary sites upon request.
3. **Background Check.** Not applicable

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 **\$5,000.00 (five thousand dollars and no cents)** in total in supporting up to 5 elementary schools per year. This includes classroom instruction to all general education classes, 1 staff training meeting per site, and 1 social worker training district wide.

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: Jacob Laurent , 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1st Witness, 4 W 5th St, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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



**Lutheran
Social Service**
of Minnesota

**Foster Grandparent Program
M E M O R A N D U M**

TO: Foster Grandparent Program Community Partner Site
FROM: Ron Urbanski, Program Director
DATE: October 1, 2021
RE: Foster Grandparent Program Memorandum of Understanding

**Lutheran Social Service
of Minnesota**

AmeriCorps Seniors
1605 Eustis Street #406
Saint Paul, MN 55108

651.310-9440
1.888.205-3770
Fax 651.310.9449

www.lssmn/seniorcorps.org

We look forward to working with you and appreciate your support of the Foster Grandparent volunteers.

Foster Grandparents report that they are excited to begin seeing the children and volunteer station staff. As soon as it is safe, caring and committed Foster Grandparent volunteers will be able to provide one-to-one academic, emotional and social support to their students and to many other children who will have additional needs brought on by the disruption of school and family schedules, the difficulties of distance learning, and the impact of COVID-19.

Enclosed are two copies of the Foster Grandparent Program Memorandum of Understanding (MOU), effective October 1, 2021. Please sign, title and date the agreements, return one copy to our office and keep one copy for your records.

The cost share that we receive from you allows us to meet the required local "match" for our grant dollars and helps leverage funding for additional Foster Grandparent volunteers to increase academic achievement and school readiness in Minnesota schools. Please note that this is not an invoice. If you have questions or concerns, please contact Ron Urbanski, Foster Grandparent Program Director, at 651-310-9445 or ron.urbanski@lssmn.org.

Thank you for your support of the Foster Grandparent Program. We look forward to partnering with you in serving the children and elders in your community.



Minnesota AmeriCorps Seniors volunteers improve lives, strengthen communities and promote civic engagement by increasing the value and impact of volunteer service.

**LUTHERAN SOCIAL SERVICE OF MINNESOTA
FOSTER GRANDPARENT PROGRAM
MEMORANDUM OF UNDERSTANDING**

BETWEEN SPONSOR:

Lutheran Social Service of Minnesota
1605 Eustis Street, Suite 406
St. Paul, MN 55108

Telephone: 888-205-3770
651-310-9449 FAX

Program Coordinator: Michelle Miller
michelle.miller@lssmn.org
Phone: (218)529-2280

AND VOLUNTEER STATION: #

Independent School District #709
215 North 1st Ave East #215
Duluth, MN 55802

Telephone: (218)336-8752

Station Contact: Jackie Dolentz
e-mail: Jacqueline.dolentz@isd709.org

- I. Lutheran Social Service of Minnesota Foster Grandparent Program will place up to (**16**) Foster Grandparent(s) to serve children with special and exceptional needs, or are in circumstances that may limit their academic, social or emotional development.
- II. The volunteer station agrees to provide the following benefits for each Foster Grandparent placed with them:
 - A. Provide a meal each day, if available, at the normal adult meal rate, currently **\$3.75/meal**.
 - B. Provide an annual contribution of **\$300.00** per volunteer, to offset the cost of transportation, recognition, and other volunteer benefits. (The average annual cost is approximately \$ 5,200 per Foster Grandparent.)
- III. The volunteer station self-certifies that it is one of the following:
 Public Non-Profit Private Non-Profit Proprietary Health Care Agency Governmental Agency
- IV. This agreement may be amended with thirty (30) days notice for a major alteration of terms and immediately for minor changes by mutual written agreement.
- IIV. This agreement applies to the schools listed in the attached "addendum." The listed schools are a part of ISD 709.

The signatures below signify agreement to the information contained on the front and back of this memorandum.


SPONSOR SIGNATURE:

Lutheran Social Service of Minnesota
Foster Grandparent Program

By: 
(Ron Urbanski, Director)

Date: 10/1/2021

VOLUNTEER STATION SIGNATURE:

By: 
(Authorized Signature)

Title: CFO

Date: 10/1/2021

Memorandum Dates Effective: October 1, 2021 to June 30, 2024

MEMORANDUM OF UNDERSTANDING (continued) BASIC PROVISIONS AND OBLIGATIONS

Lutheran Social Service will:

1. Place the agreed upon number of Foster Grandparents to serve the agreed upon number of children in accord with the Foster Grandparent Program guidelines.
2. Refer any potential volunteer to the volunteer station for consideration for placement. Provide orientation to volunteer station staff prior to placement of volunteers and at other times as appropriate.
3. Furnish adequate accident and liability insurance coverage as required by Foster Grandparent Program guidelines.
4. Retain full responsibility for the management and fiscal control of the project.
5. Specify appropriate activities to be performed by the volunteers under the direction of the volunteer station in cooperation with the Foster Grandparent Program staff.
6. Coordinate with volunteer station to see that volunteers meet at least monthly with station staff for in-service training.
7. Monitor client's files to assure that a written Letter of Agreement is signed authorizing a specific Foster Grandparent to provide in-home services for all in-home clients. (in-home placements only)
8. Provide a background check of potential volunteers.
9. In cooperation with the Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the volunteer station and/or the sponsor.
10. Provide technical assistance and regularly visit the volunteer station to assure the program is running correctly.

The Volunteer Station will:

1. Provide supervision of the volunteers on assignment in coordination with the Foster Grandparent Program staff. Provide volunteers assignments which utilize their skills and training.
2. Provide training for all volunteers both initially as volunteers are enrolled and then monthly as they continue their assignments.
3. Have the right to request the sponsor to reassign a volunteer.
4. Collect and validate appropriate volunteer reports for submission to the sponsor.
5. In consultation with the sponsor, make investigations and reports regarding accidents and injuries involving volunteers. Provide for adequate health and safety protection of volunteers on assignment.
6. Identify children with special needs to be served by Foster Grandparents. Develop a child care plan, including assessment of the child's needs, goals to be achieved, Foster Grandparent tasks and desired results. Obtain a written Letter of Agreement prior to assignment of a Foster Grandparent serving in homes of clients, specifying volunteer activities to be performed. The Letter of Agreement will be signed by the volunteer station and the client or family to be served in the home, or his or her legal representative.
7. Will maintain activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate.
8. Will not discriminate against volunteers or in the operation of its program on the basis of race; color; national origin, gender; sexual orientation; religion; age; disability; political affiliation; marital or parental status; or military service.
9. Comply with Corporation for National and Community Service (CNCS) regulations and comply with Federal and other laws, including applicable Civil Rights laws, Executive Orders, policies and regulations applicable to and concerning the program. Comply with regulations in regard to the Americans with Disabilities Act.
10. Neither the grantee nor any volunteer station requests or receives compensation from the beneficiaries of Foster Grandparent volunteers. Additionally, Foster Grandparents do not receive a fee for service from service recipients, their legal guardians, or members of their family, or friends.
11. Will not request or assign FGP volunteers to conduct or engage in religious, sectarian, or political activities.

Memorandum of Understanding – Addendum

Following is a list of schools subject to the preceding Memorandum of Understanding:

Congdon Elementary
3116 East Superior Street
Duluth, MN 55812

Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Lakewood Elementary
5207 North Tischer Road
Duluth, MN 55804

Laura MacArthur Elementary
720 North Central Ave
Duluth, MN 55807

Lester Park Elementary
5300 Glenwood Ave
Duluth, MN 55804

Lowell Elementary
2000 Rice Lake Road
Duluth, MN 55811

Myers-Wilkins Elementary
1027 North 8th Ave East
Duluth, MN 55805

Piedmont Elementary
1827 Chambersburg Ave
Duluth, MN 55811

Stowe Elementary
715 101st Ave West
Duluth, MN 55808

For 10/1/21

September 29, 2021

Mavo Systems, Inc.
Attn: John Kraskey
2385 Becks Rd
Duluth, MN 55810

Re: Proposal for Asbestos Abatement – Proposal Dated September 27, 2021 - Garfield Building - Flooring

Dear Mr. Kraskey:

Attached please find a copy of the Agreement between ISD #709 and Mavo Systems, Inc. for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **October 1, 2021**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by **October 1, 2021** (please email to laura.smithtremble@isd709.org):

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

Prior to starting:

- **Written Authorization to Proceed** (After the above items are received and fully executed by ISD 709 you will receive a copy via DocuSign and this will serve as your Authorization to Proceed)

If you have any questions, please contact Matt Johnson at 218-336-8907.

Sincerely,



David Spooner
Manager of Facilities



AGREEMENT

THIS AGREEMENT made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Mavo Systems Inc.**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Remove identified asbestos floor tile and mastic during abatement project at the Garfield Building as defined in the attached proposal, **Asbestos Abatement** dated September 27th, 2021 for a **lump sum of \$17,525.00**.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal **Asbestos Abatement** dated September 27th, 2021;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment form;
5. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for a lump sum of \$17,525.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mavo Systems Inc., 2385 Becks Rd, Duluth, MN 55810.

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

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

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

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

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

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

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

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

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

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

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

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute

to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

5A3E5E2D5E8942C... 41-1434997 9/29/2021

 Mavo Systems, Inc. SSN/Tax ID Number Date

DocuSigned by:

B6DDF2F2BA6E40F... 9/29/2021

 Program Coordinator - Health & Safety Date

DocuSigned by:

1AF4F248240E423... 9/30/2021

 Program Director - Facilities Management Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	005	865	358	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

EB8F2CAC8D64482... 10/1/2021

 CFO / Superintendent of Schools / Board Chair Date



INDEPENDENT SCHOOL DISTRICT NO. 709

ASBESTOS CONTAINING MATERIALS
CONTRACTOR/SHORT TERM WORKER
ACKNOWLEDGEMENT FORM

The Contractor's representative(s) will meet with the building Engineer on site to review the areas where they will be working within the building. The building Engineer will review the Asbestos Management Plan and determine if there is any asbestos containing materials located in the proposed work area. Appropriate action will be taken based on what the building Engineer finds. I understand that Asbestos Containing Material (ACM) may be undetected, especially if it is located within or behind existing structures. I further understand that if I encounter or suspect ACM, I must cease work and contact the building Engineer. I am knowledgeable in the appropriate procedures to work around or near ACM.

Date: 9/29/2021

DocuSigned by: John Kraskey
5A3E5E2D5EB942C

Contractor's Representative's Signature:

Contractor's Representative's Printed Name: John Kraskey

Company Phone Number: 218.626.1586

Emergency Phone Number: 218.626.1586

Company Name: Mavo Systems, Inc.

City, State: Duluth, MN

Address: 2385 Becks Road

Project Description: ACM floortile and mastic

Bid Number or Quote Number: 9/27/21

Office Use

AHERA Designated Person's Signature:

School: Date:

THIS FORM MUST BE RETURNED TO FACILITIES MANAGEMENT BEFORE THE WRITTEN AUTHORIZATION TO PROCEED IS ISSUED TO THE CONTRACTOR

MAVO**SYSTEMS***Environmental/Specialty Contracting Services***PROPOSAL**DATE: **September 27, 2021**

PROPOSAL SUBMITTED TO:	ISD #709	DESCRIPTION OF WORK:	Asbestos Abatement
ADDRESS:		SITE LOCATION:	Garfield Avenue Building
CITY, STATE, ZIP:		ADDRESS:	330 Garfield Avenue
ATTENTION:	Matt Johnson	CITY, STATE, ZIP:	Duluth, MN
PHONE NO:	218.336.8700 x3240		

Mavo Systems, Inc. proposes the following scope of work including labor, materials, equipment, OSHA air sampling, disposal and insurance to perform the following scope of work:

Scope of Work:

Remove asbestos floortile and mastic from identified areas located within the above referenced. All work will be performed using non-friable removal methods compliant with all federal, state and local regulations governing asbestos abatement.

Lump Sum Price:**\$17,525.00****Notes:**

- excludes 3rd party monitoring.

Terms of Payment: Net 30 days**Payment(s) to be made as follows:**

In the event payment(s) are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by Mavo Systems, Inc. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All material is guaranteed to be specified. The Work will be performed with due professional care, in a workmanlike, professional, timely and diligent manner and in accordance with standards of care, skill and diligence consistent with recognized and sound industry practices, procedures and techniques. This warranty excludes all implied warranties. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. Owner agrees to supply Mavo Systems, Inc. with 110 volt power and potable water to complete the cleaning process. Mavo Systems adheres to all state tax laws. If applicable, sales tax will be added/charged.

Authorized Signature

John Kraskey

Note: This proposal may be withdrawn by us if not accepted within

60

days

John Kraskey - Project Mgr

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature required prior to work performance

Date of Acceptance:

Signature

MAVO SYSTEMS, INC.

OFFICE NO.: (218) 626-1586

2385 Becks Road

FAX NO.: (218) 626-1384

Duluth, MN 55810

EMAIL ADDRESS: JKRASKEY@MAVO.COM

September 29, 2021

Twin Ports Testing, Inc.
Attn: Tracy Jacobs
1301 N 3rd St.
Superior, WI 54880

Re: Proposal #21A0377 for Asbestos Air Monitoring & Oversight – Garfield Building

Dear Ms. Jacobs:

Attached please find a copy of the Agreement between ISD #709 and Twin Ports Testing, Inc. for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **October 1, 2021**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by October 1, 2021 (please email to laura.smithtremble@isd709.org):

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

Prior to starting:

- **Written Authorization to Proceed** (After the above items are received and fully executed by ISD 709 you will receive a copy via DocuSign and this will serve as your Authorization to Proceed)

If you have any questions, please contact Matt Johnson at 218-336-8907.

Sincerely,



David Spooner
Manager of Facilities



AGREEMENT

THIS AGREEMENT made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Twin Ports Testing, Inc.**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Conduct asbestos air monitoring and oversight for ISD 709 - Duluth Public Schools at the Garfield Building during an asbestos abatement project as defined in the attached proposal, **Asbestos Air Monitoring & Oversight #21A0377** dated September 28th, 2021 at an **hourly rate of \$85.00 an hour for on-site monitoring and final reporting. If TEM clearance samples are required, each set of 5 samples will be \$420/set.**

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal **TPT #21A0377**;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment form;
5. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for an hourly rate of \$85.00/hour. If TEM clearance samples are required, each set of 5 samples will be \$420/set. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Twin Ports Testing, Inc., 1301 N 3rd St., 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. **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.

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

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

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

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

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

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

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

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

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

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

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

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute

to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

2B09A018C10B40A...
 Tax ID Number 9/29/2021
 Twin Ports Testing, Inc. SSN/Tax ID Number Date

DocuSigned by:

B6DDF2F28A6E40F...
 Program Coordinator - Health & Safety 9/29/2021
Date

DocuSigned by:

1AFAF2483405423...
 Program Director - Facilities Management 9/30/2021
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).

05	E	005	865	358	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

5B8F2CAC8D644B2...
 CFO / Superintendent of Schools / Board Chair 10/1/2021
Date



INDEPENDENT SCHOOL DISTRICT NO. 709

ASBESTOS CONTAINING MATERIALS
CONTRACTOR/SHORT TERM WORKER
ACKNOWLEDGEMENT FORM

The Contractor's representative(s) will meet with the building Engineer on site to review the areas where they will be working within the building. The building Engineer will review the Asbestos Management Plan and determine if there is any asbestos containing materials located in the proposed work area. Appropriate action will be taken based on what the building Engineer finds. I understand that Asbestos Containing Material (ACM) may be undetected, especially if it is located within or behind existing structures. I further understand that if I encounter or suspect ACM, I must cease work and contact the building Engineer. I am knowledgeable in the appropriate procedures to work around or near ACM.

Date: 9/29/2021

Contractor's Representative's Signature: [DocuSigned by: Tracy Jacobs]

Contractor's Representative's Printed Name: Tracy Jacobs

Company Phone Number: 715-394-8802

Emergency Phone Number: 218-390-0162

Company Name: Twin Ports Testing

City, State: Superior, WI

Address: 1301 North 3rd Street

Project Description: Air Monitoring for Asbestos Abatement Project

Bid Number or Quote Number: 21A0377

-----Office Use-----

AHERA Designated Person's Signature:

School: Date:

THIS FORM MUST BE RETURNED TO FACILITIES MANAGEMENT BEFORE THE WRITTEN AUTHORIZATION TO PROCEED IS ISSUED TO THE CONTRACTOR



1301 N 3rd St. • Superior WI 54880 • 715-392-7114 • 1-800-373-2562 • F 715-392-7163 • www.twinportstesting.com

September 28, 2021

TPT #21A0377

Mr. Matt Johnson
 Duluth Public Schools ISD 709
 Duluth, Minnesota
 Via Email: matthew.johnson@isd709.org

Re: Asbestos Air Monitoring & Oversight
 Garfield Avenue Warehouse
 Duluth, Minnesota

Dear Mr. Johnson:

Twin Ports Testing, Inc. (TPT) is pleased to provide you with this price quotation for conducting asbestos air monitoring and oversight for the Duluth Public Schools at the Garfield Avenue Warehouse in Duluth, Minnesota. This price quote includes a daily rate for air monitoring as well as an hourly rate.

Item	Unit Cost	Total Cost
On-site Air Monitoring – Estimated 10-hour day	10 hours @ \$85.00/hour	\$850.00
Daily On-site monitoring costs		\$850.00/day
Final Report	4 hours @ \$85.00/hour	\$340.00
Hourly Rate	\$85.00/hour	\$85.00/hour

This cost estimate is assuming that all work conducted will be non-friable, PCM samples will be collected for clearance. If TEM clearance samples are required, each set of 5 samples will be \$420.00/set. TPT could begin this project immediately upon your approval. TPT 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

This proposal is subject to the General Conditions of Service, a copy of which is attached hereto and made a part of this proposal. Included as part of these conditions, project billing will be progressive, once per month, and due thirty days after the date on the invoice.

If you agree to accept this proposal, along with the General Conditions of Service, please sign and return to us to use as our authorization to proceed with this project.

Signature _____
Date _____
Printed Name _____
Title _____
Company _____

Folder Order Authorization Form

For ordering assistance, call 800.365.3377.

PLEASE COMPLETE BOTH SIDES OF THE ORDER FORM. ORDER MUST BE SIGNED.

For ordering planners, see the Planner Order Form on pages 13-14; Instructions for folder orders are on page 31.

NOTE: If you are TAX EXEMPT, you must complete and sign our supplied exemption certificate. A copy of your state tax exempt form does not qualify. You can request one by e-mail or download it from our website. If the completed exemption certificate is not received, we are required by law to charge sales tax.

School Name Homecroft Elementary

Folder Order Information

1. **Previous Production Number** 7918955
 *If you are placing a reorder, YOUR COPY CHANGES MUST BE CLEARLY MARKED. Failure to do so WILL affect your ship date and may also incur extra costs.
- Exact Repeat of Previous Production Number (No Proof Available)

2. **Quantity** 400
 (All imprinted orders are subject to a 5% *overrun or underrun. Actual number shipped will be billed to the customer.)

3. **Pricing** - Folder orders have FREE GROUND SHIPPING

Pricing Column Used:

- Column A (Mascot) \$ 1.36 Column B (Handbook) \$ _____

Rush Orders: Call 800.365.3377 for ship dates and pricing.

Rush production time does not include shipping time.

4. Type of Folder (choose only one folder type)

- Custom Full-Color** (skip #6)
 Ritefolder® (p. 19) Handler (Add \$100 to Ritefolder® pricing)

- Stock Full-Color RiteShape™** (p. 20) (skip to #8)
 Fill in Name of Cover Design: _____
 Imprint: _____
 Font (see Inside Front Cover): _____

- Custom One-Color Ritefolder®** (p. 22) (see #5)
 Standard Reverse

- Custom Two-Color Ritefolder®** (p. 23) (see #5)

- Custom One-Color Tabfolder** (p. 22) (see #5)
 Standard Reverse

- Custom Two-Color Tabfolder** (p. 23) (see #5)

- Stock Ritefolder®** (p. 21) (skip to #8)
 Fill in Name of Cover Design: _____
 Imprint: _____
 Font (See Inside Front Cover): _____

- Stock Full-Color Rules Handler*** (p. 24) (skip to #8)
 Fill in Cover Number: HD-_____
 Imprint: _____
 Font (See Inside Front Cover): _____
 Mascot (HD-3 - Please supply artwork): _____

- Custom One-Color Rules Handler** (p. 25) (see #5)
 Standard Reverse

- Custom Two-Color Rules Handler** (p. 26) (see #5)

- Custom Tri-Panel** (p. 27-28) (see #5)
 One-color Standard
 Two-color Reverse

*10% Discount available on these products. Details on page 35.

5. **Custom Front Cover Design** (see p. 29)
 Custom Style, letter _____ Progress Mascot Name and Number _____
 See custom design mock-up enclosed with this order.

Printing and Finishing Information

6. **Ink Colors:** (white is not an ink color)
 Imprint Color: _____
 Background Color (two-color only): _____

7. **Foil:**
 Foil Stamp Color: _____
 Custom Foil Die:
 Small (up to 36 sq. in.) Large (over 36 & up to 48 sq. in.)
 \$134.80 extra charge applies.

8. **Finish:** Uncoated** Coated
 Laminated Laminated with Foil
 **Note: Your folders will be acrylic coated unless you specify otherwise.

Copy Information

9. **Left Pocket** **Right Pocket**
 Custom/Text Custom/Text
 Stock _____ (p. 30) Stock _____ (p. 30)
 Blank Blank
 Tri-Panel Punch Cards _____ / _____ / _____
 (Fill in either "custom" or the appropriate stock punch card letter see p. 27)
10. **Inside Above Pockets**
 Printing (Handbook Folders Only) Blank (Mascot Folders Only)
11. **Back Cover**
 Custom/Text Stock _____ (p. 30)
 School Floor Plan/Map
 School Calendar (choose from options below)
 Use stock back K with standard Progress Publications® formatting (see p. 30)
 Use clean, black and white electronic file (such as a pdf) or clean black and white, camera-ready hard copy supplied by school (faxes are not considered camera-ready)
 Blank

12. **How have you submitted your artwork and copy?**
 Camera-Ready (clean black and white copy to be scanned) Copy to be Typeset
 Upload to progresspublications.com/artwork Disk or CD
 Highlighted changes supplied with folder

REPEAT ORDERS must be accompanied by a hard copy of your text with all changes clearly indicated. Failure to supply hard copy may result in a delay in production of your order.

Quality Statement

We strongly believe in the quality of our service, from the moment we receive your order until it is shipped from our plant. Progress Publications® strives to manufacture the best products at competitive prices. We feel that our products will give students, teachers, and parents the best possible tools to aid in organization and communication.

Thank you for giving us the opportunity to bring you the best products, best service, and best prices. We look forward to doing business with you.

YOU SHOULD CHOOSE ONLY ONE FOLDER TYPE

RiteShape™ Ritefolder® Tabfolder

Handler

Tri-Panel

Folder Order Authorization Form

Orders Cannot Be Accepted Without Complete Information Below.

THIS ORDER INFORMATION PAGE HAS AN UPDATED FORMAT. PLEASE READ CAREFULLY AND FILL OUT COMPLETELY.

Mail to: Progress Publications®, 428 N. Ohio St., Columbus, KS 66725 or Fax to 800.572.5163

NOTE: If you are TAX EXEMPT, you must complete and sign our supplied exemption certificate. A copy of your state tax exempt form does not qualify. You can request one by e-mail or download it from our website. If the completed exemption certificate is not received, we are required by law to charge sales tax.

SCHOOL DISTRICT CONTACT INFORMATION

Bill to Ship to
 District ISD 709- Homecroft
 Address 215 N 1st Ave East
 City Duluth State MN Zip 55802
 Accounts Payable Contact _____
 AP Phone (218) 336-8101 Ext. _____
 AP Fax (218) 336-8777
 AP E-mail _____

SCHOOL CONTACT INFORMATION

Bill to Ship to
 Name Homecroft Elementary
 Principal Thomas Awcett
 Address 4781 Howard Gresen Rd
 City Duluth State MN Zip 55803
 Phone (218) 336-8865 Ext. _____
 Order Contact Coleen Nordwall
 Phone (218) 336-8865 Ext. _____
 E-mail Coleen.nordwall@isd709.org
 Home Phone (_____) _____

I have read and agree to the TERMS AND CONDITIONS on this form and page 35 of this catalog.

***Order will not be processed without a signature.*

Catherine A Erickson

Print Name - Principal, Superintendent, or Purchasing Official

CFO

Title

Catherine Erickson

Signature - Principal, Superintendent, or Purchasing Official

10/5/21

Date

PAYMENT INFORMATION** (check only one)

- Check Enclosed
 Credit Card (You will be contacted for your Credit Card information)
 Send Invoice (check only one) Purchase Order Enclosed My signature above is authorization for invoicing

Hold Product Until:

(If products are undeliverable and returned to Progress Publications®, customer will be billed for additional costs.)
 Standard production is approximately six weeks.
 Call 800.365.3377 for rush delivery and pricing.

PROOF REQUEST:

Yes, please send an e-mailed proof.

No, I accept all responsibility for any errors.

After receipt of proof, you must respond to someone in our Proofs department. Failure to respond to your proof on time will result in the delay of your ship date. Proofs are not available on exact repeats or camera-ready copy. Please ensure that someone is readily available at any time of year to receive and respond to your proof (e-mail or verbal response is required within two working days of delivery of proof). Please watch for an e-mail from proofs@progresspublications.com.

Name _____ Summer Phone (_____) _____

Alternate Phone (_____) _____

**E-mail _____

**Alternate E-mail _____

Alternate e-mail must be a non-school address. This information will not be shared.

** Required

~~All printed orders are subject to a 5% overrun or underrun. Actual number shipped will be billed to the customer.~~
 2017-2018 catalog prices are in effect through October 31, 2017. Prices subject to change without notice.

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Theresa (Teri) Willems, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1st, 2021, and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** To provide consultancy and support services for the Human Resources department, and in addition, departmental analysis and input on systemic improvements. This role may also include onboard support for the newly hired Human Resources Director.
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 \$87.50 hourly and \$20,000.00 in total. Contractor will also be reimbursed for mileage at the current year IRS mileage rate, hotel and meals.

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: John Magas, Superintendent, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1420 Spring Street, Sobieski, WI, 54171.

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.

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.

Theresa L. Willemms
Contractor Signature

[REDACTED]
SSN/Tax ID Number

10/4/2021
Date

Lee Haffner
Program Director

10/6/2021
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:

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

01	E	012	105	000	305	105
----	---	-----	-----	-----	-----	-----

Check if the contract will be paid using Student Activity Funds

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

John Mays
CFO / Superintendent of Schools / Board Chair

10/6/21
Date



Johnson Fitness & Wellness

Drew Wurst (3827)
 7585 Equitable Drive
 Eden Prairie, MN 55344
 Phone: (952) 500-0508
 Fax: (952) 906-6909
 Email: drew.wurst@johnsonfit.com

Quote

Quote Order **22-054868**
 Date **09/01/21**

Ship To Information

Ordean East Middle School
 Tiffanie Ellis
 2900 E 4th St
 Duluth, MN 55812

Home: (218) 336-8940 Work: (217) 338-8701
 Cell: (218) 391-7363
 Email: tiffanie.ellis@isd709.org

Bill To Information

Ordean East Middle School
 Tiffanie Ellis
 2900 E 4th St
 Duluth, MN 55812

Home: (218) 336-8940 Work: (217) 338-8701
 Cell: (218) 391-7363
 Email: tiffanie.ellis@isd709.org

Expiration Date: 10/1/2021

Terms: Prepaid

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
1	CPM-TC	Commercial PM - Trip Charge	Deliver	<input type="checkbox"/>	\$129.00	\$129.00	\$129.00
5	CPM-GDO	Commercial PM - Cardio Piece (2) Precor C846 upright bikes Sports Art 7005 (2) LifeFitness 95R recumbent bikes	Deliver	<input type="checkbox"/>	\$15.00	\$15.00	\$75.00
16	CPM-STR	Commercial PM - Strength Piece Leg Press, 9 Cybex Strength (see notes), (2) Precor 3-stack S3-45 gyms	Deliver	<input type="checkbox"/>	\$10.00	\$10.00	\$160.00

Special Instructions:

NET 30 Terms
 Cybex Strength model #: 4800-90
 4815-30
 4825-90
 4850-90
 4855-90
 4860-90
 5345-90
 4805-90
 4820-90

Item Total: **\$364.00**
 Tax: **\$0.00**
TOTAL: \$364.00



price quote/proposal

remit payment to

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Mountain View, CA 94040
Fax: 408-819-9441
650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

Heidi Lyle
Media Specialist
heidi.lyle@isd709.org
218-336-8940
Ordean East Middle School
2900 E 4th St
Duluth MN 55812

Date: 8/11/2021
Quote Expires: 9/10/2021

WeVideo Contact:
Andreea Negrea
andreea@wevideo.com

Notes:
WeVideo Renewal 2021-2022

Table with columns: Quantity, Product/Description, Unit Base Price, Unit Extended Price, Discount, Line Total. Includes rows for 35 users, storage capacity, and professional development options.

SECTION I - term length and subscription term discount options (CHECK ONE):

- [] Purchase 12 months/1 year subscription for 35 users - rate of: \$341.00
[] Purchase 24 months/2 year subscription for 35 users - prepay: \$613.80 and save 10% on license*
[] Purchase 36 months/3 year subscription for 35 users - prepay: \$869.55 and save 15% on license*

*if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.

SECTION II - is a purchase order required to send an invoice to Ordean East Middle School (CHECK ONE):

- [] Yes, a school/district PO is required to invoice our school or district
[] No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

- [] Professional Development, full day, on site - \$3000
[] Professional Development, two day, on site - \$5500
[] Professional Development, 60 minutes, live online, Cohort of 20 - \$350 each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sale representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

price quote/proposal page 2 of 2

school/district Ordean East Middle School
contact

WeVideo contact: Andreea Negrea

ar@wevideo.com 1975 West El Camino Real Suite 202
sales@wevideo.com Mountain View, CA 94040
Fax: 408-819-9441 Ph: 650-800-3403
Quote Expires: 9/10/2021

SECTION III - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name

Ordean East Middle School / Isd 709 Duluth Public Schools

WeVideo account admin/owner **Name**
(who will log-in/manage the WeVideo account)

Heidi Lyle

Admin/owner **Email**

heidi.lyle@isd709.org

Job title/role

Technology Coordinator / Video Club Advisor

Phone Number

218-336-8940 x2344

BILLING INFORMATION

Accounts Payable Contact

Sheila Stevens

Accounts Payable Email

accounts.payable@isd709.org

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature

Catherine Erickson

Date

10/13/21

Print Name

Catherine Erickson

Print Title

CFD

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. **TERMS:** Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name

Title

Authorized Signature

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and WellRide 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: *WellRide LLC. Is a transportation agency that will provide professional transportation service for students that need special accommodations.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 4, 2021 and shall remain in effect until June 9, 2021, 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.** *To provide transportation service to and from school for [REDACTED] and attend [REDACTED]*

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 \$165.51 daily and \$25,488.54 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brenda Vieths, 4316 Rice Lake 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 (mailing address with zip) Joe Drexler, 331 E 4th St., Duluth, MN 55804.

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

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

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

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

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

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

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

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

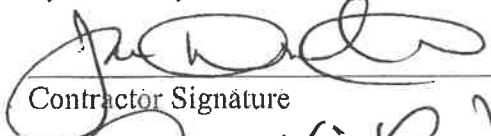
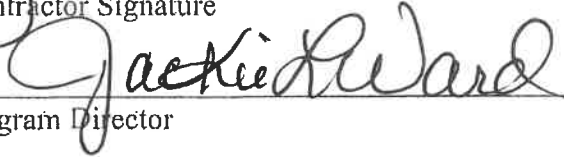
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature 85-2256484 10/10/21
SSN/Tax ID Number Date

 Program Director 10/11/21
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).

03	E	013	760	723	136	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 10/18/21
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Wellride Lcc. , 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: *Wellride LLC. Is a transportation agency that will provide professional transportation service to bring a student home from school.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 27, 2021 and shall remain in effect until June 9, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *To provide transportation home from school for [REDACTED] Pick up time is 3:30PM Monday – Friday from [REDACTED]*

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 \$31.00 daily and \$ 4,929.00 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 Brenda Vieths, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Joe Drexler, 331 E 4th St. Duluth, MN 55804.

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

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

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

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

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

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

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

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

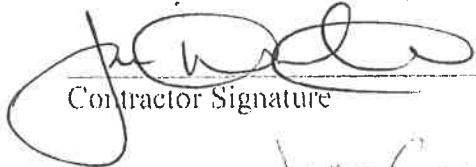

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number 85-2256484 Date 9/28/21

 Program Director _____ Date 9/28/21

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).

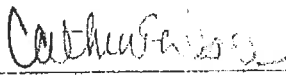
Please check the appropriate line below:

 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).

03	E	013	760	723	136	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 _____ Date 9/28/21

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 27, 2021 and shall remain in effect until June 3, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 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 (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **September 27, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **126 Days** (attending 4 Days per Week. The District will pay 4 days per week @ \$92.00 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 Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, 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 \$23.00 per day and \$2,898.00 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, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to ap.vendor@isd709.org

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Creation Station Child Care, 2101 Trinity Road, Duluth, MN 55811.

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
		9/30/21
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	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

	10/5/21
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Endion Square Children's Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 7, 2021 and shall remain in effect until June 3, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: **1823 E Superior Street, Duluth, MN 55812.**

The approximate date the service will begin is **October 7, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **88 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$28.00 per day).

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 Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, 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 \$28.00 per day and \$2,464.00 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, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to ap.vendor@isd709.org

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Endion Square Children's Center, 1823 E Superior Street, Duluth, MN 55812.

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

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

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

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

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

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

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

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

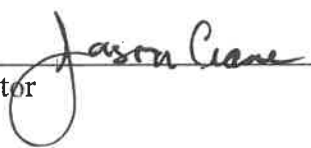
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		9/30/21
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	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

	10/5/21
CFO / Superintendent of Schools / Board Chair	Date



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact:	Chris Crawford
Telephone:	7153014074
Email:	chris.crawford@charter.com

Customer Information		
Customer Name ISD 709 DULUTH PS	Order # 12765187	
Address 215 N 1ST AVE E DULUTH MN 55805-1966		
Telephone (218) 336-8700	Email: bart.smith@isd709.org	
Contact Name Bart Smith	Telephone (218) 336-8700	Email: bart.smith@isd709.org
Billing Address 215 N 1ST AVE E DULUTH MN 55805-1966		
Billing Contact Name Cathy Erickson	Telephone (218) 336-8704	Email: catherine.erickson@isd709.org

NEW AND REVISED SERVICES AT 11 E Superior St Unit 430, Duluth MN 55802				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
1GBPS OPTICAL ETHR	60 Months	1	\$ 355.00	\$ 355.00
Ethernet-Service Upgrade within the term	60 Months	1	\$ 0.00	\$ 0.00
TOTAL*				\$355.00

NEW AND REVISED SERVICES AT 421 N 6th Ave E Unit epl, Duluth MN 55805				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
1GBPS OPTICAL ETHR	60 Months	1	\$ 355.00	\$ 355.00
Ethernet-Service Upgrade within the term	60 Months	1	\$ 0.00	\$ 0.00
TOTAL*				\$355.00

ONE TIME CHARGE(S) AT 421 N 6th Ave E Unit epl, Duluth MN 55805			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet - Installation (Per UNI)	1		\$1,500.00
TOTAL*			\$1,500.00

ONE TIME CHARGE(S) AT 11 E Superior St Unit 430, Duluth MN 55802			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet - Installation (Per UNI)	1		\$1,500.00
TOTAL*			\$1,500.00

1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

Spectrum hereby agrees the Service ordered hereunder is an upgrade to existing Service at the Service (Location/Address) and, in this case, will not require an extension to the initial Term. Therefore, the Term of this upgrade Order shall end on the expiration of the initial Term and shall then be subject to any renewal terms set forth herein or in the Agreement.

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order



shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
Signature: <u><i>Cathy Erickson</i></u> Cathy Erickson	Signature: _____ John Trodden
Printed Name: _____ CFO	Printed Name: _____
Title: _____	Title: _____
Date: <u>10/21/21</u>	Date: _____



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Spectrum Enterprise Trunking Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for SIP Trunking Service and PRI Service (the “Service”).

This SLA is a part of, and is hereby incorporated by reference into, the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum’s own network (“On-Net”) and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or Service level, and any applicable credits are issued only for the affected On-Net circuit or Service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore (“MTTR”)
99.99%	Priority 1 Outages within 4 hours

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Service to complete inbound and/or outbound voice calls. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum’s trouble ticketing system by contacting Customer Care, Spectrum acknowledges receipt of such trouble ticket, Spectrum validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer’s use of the Service is impacted.

“Excluded Disruption” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum classifies Service problems as follows:

Priority	Criteria
Priority 1	<p>Each a “Priority 1 Outage”:</p> <ul style="list-style-type: none"> • Service Disruption resulting in a total loss of Service; or • Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.
Priority 2	<ul style="list-style-type: none"> • Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> • A service problem that does not impact the Service; or • A single non-circuit or trunk specific quality of Service inquiry.

III. Service Availability

“Service Availability” is calculated as a percentage and is the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month, and is calculated as the cumulative length of time it takes Spectrum to restore an On-Net Service following a Priority 1 Outage in a calendar month, divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:
$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$

V. Network Maintenance

Maintenance Notice:

Customer understands that, from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday, 12 a.m. – 6 a.m. Local Time.

VI. Remedies

Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request a Service Credit equal to the corresponding percentage of monthly Service Charges for the Affected Service as set forth in the table below. Any Service Credit to be applied will be off-set against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Service Credit requests must be submitted to Spectrum within 30 days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such Service Credit requests within thirty (30) days of receipt thereof.

Service Availability		Mean Time To Restore (“MTTR”)	
Downtime	Service Credit	MTTR	Service Credit
>15 minutes ≤ 24 hours	4%	> 4 hours ≤ 7:59:59 hours	4%
>24 hours	33.3%	≥ 8 hours	33.3%

Customer may request only one SLA Service Credit per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying Service Credits only. Except as set forth below, the Service Credit described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not exceed four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages that are eligible for Service Credits in three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its rights to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum's receipt of such written notice of termination.



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact:	Chris Crawford
Telephone:	7153014074
Email:	chris.crawford@charter.com

Customer Information		
Customer Name	Order #	
ISD 709 DULUTH PS - INVOLTA FIBER	12784449	
Address		
215 N 1st Ave E Duluth MN 55802		
Telephone	Email:	
(218) 336-8700	bart.smith@isd709.org	
Contact Name	Telephone	Email:
Bart Smith	(218) 336-8700	bart.smith@isd709.org
Billing Address		
215 N 1st Ave E Duluth MN 55802		
Billing Contact Name	Telephone	Email:
Bart Smith	(218) 336-8700	bart.smith@isd709.org

NEW AND REVISED SERVICES AT 325 W 1st St Unit Ste100, Duluth MN 55802

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
5 Static IP	Month to Month	1	\$ 19.99	\$ 19.99
Spectrum Business Internet	Month to Month	1	\$ 59.99	\$ 59.99
TOTAL*				\$79.98

NEW AND REVISED SERVICES AT 4316 Rice Lake Rd , Duluth MN 55811

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
5 Static IP	Month to Month	1	\$ 19.99	\$ 19.99
Spectrum Business Internet	Month to Month	1	\$ 59.99	\$ 59.99
TOTAL*				\$79.98

ONE TIME CHARGE(S) AT 4316 Rice Lake Rd , Duluth MN 55811

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Spectrum Business SGL - Internet Install - Waived	1		\$ 0.00
TOTAL*			\$0.00

ONE TIME CHARGE(S) AT 325 W 1st St Unit Ste100, Duluth MN 55802

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Spectrum Business SGL - Internet Install - Waived	1		\$ 0.00
TOTAL*			\$0.00



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

E-RATE FUNDING CONTINGENCY.


Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that

were installed prior to the E-Rate program funding year start date.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
Signature: <u></u>	Signature: _____
Cathy Erickson	John Trodden
Printed Name: _____	Printed Name: _____
CFO	
Title: _____	Title: _____
Date: <u>10/6/21</u>	Date: _____



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SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/> ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Chris Crawford Telephone: 7153014074 Email: chris.crawford@charter.com

Customer Information				
Customer Name (Exact Legal Name): ISD 709 DULUTH PS - INVOLTA FIBER			Main Tel. No.:	
Billing Address: 215 N 1st Ave E	Suite:	City: Duluth	State: MN	Zip Code: 55802
Billing Contact Name: Bart Smith	Tel.No.: (218) 336-8700		E-mail: bart.smith@isd709.org	
Authorized Contact Name: Bart Smith	Tel.No.: (218) 336-8700		E-mail: bart.smith@isd709.org	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Customer: ISD 709 DULUTH PS - INVOLTA FIBER

By: *Cathy Erickson*

Name (printed): Cathy Erickson

Title: CFO

Date: 10/6/21



STATEMENT OF WORK

Project Name:	Cisco Wireless Validation Site Survey	Seller Representative:
Customer Name:	Duluth Independent School District No. 709 (MN)	Dave Donarski
CDW Affiliate:	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
Date:	September 23, 2021	Solution Architect: Josh Shenkle
Drafted By	Ted Psaras	

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

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

PROJECT DESCRIPTION

PROJECT SCOPE

The purpose of this project is to provide Customer with an RF Coverage Validation Survey to determine areas needing additional coverage required to understand the associated costs for a successful Cisco Wireless Network (WLAN) implementation.

The RF Coverage Validation Survey will be conducted as follows:

- In the Duluth Public Schools Buildings
 - For ~1,785,019 total square feet
- Existing WLAN infrastructure includes
 - Access points (AP): Cisco, 3802-I
 - Controllers (WLC): Cisco, 5520; WLC
 - Prime: current software version TBD
- To provide 802.11 wireless coverage in the 2.4 and 5 GHz frequencies
- To produce a WLAN design to support High Density services
- Utilizing industry-standard survey tools (e.g., AirMagnet; Ekahau) in a passive mode to produce detailed coverage heat maps
- Knowledge Transfer: for Customer on WLAN components/features
- Performing spectrum analysis to identify potential sources of noise and interference that could adversely affect the WLAN
- Providing documentation in a Survey Report detailing the engineer’s finding, results and recommendations

- Project Management

The phases included in this project are detailed in this SOW.

CUSTOMER KICKOFF MEETING

The project will commence with a conference call kickoff meeting in which Seller and Customer will agree to the logistical details such as arrival and departure times. This meeting will ensure that the proper expectations have been set and Seller's engineers have the equipment necessary to perform the services in this SOW.

PROJECT KICKOFF

Once on site, Seller's engineers will meet with Customer to discuss specific responsibilities that will be performed as part of this engagement, in addition to understanding of Customer's requirements for wireless networking. Particular items for discussion will include:

- **Role of the WLAN:** It is important to know if the location(s) plan to use the wireless network as the primary topology for networking connectivity or if the WLAN is only intended to supplement the existing network by providing certain users with roving access.
- **Security:** Seller will need to know of any unusual or especially stringent security requirements are necessary for the site's compliance requirements like HIPAA, PCI, and/or SOX.
- **Network Density:** Seller will need to know your plans for network utilization. How much traffic will the WLAN support and what applications are most crucial to your user population will guide decisions about how many access points are required and where they should be placed.
- **Client Suite:** Seller will need to know which clients the network must support and what standards will be applied to them.
- **Site Details:** Review the site documentation of the areas to be surveyed which must include scaled blueprints and/or floor plans.

CUSTOMER'S ENVIRONMENT

The environment is based on diagrams and details provided by Customer and will be validated in the Project Kickoff by a Seller engineer.

The locations are detailed as follows:

Location	Description	Square Feet
East HS	Standard construction Building, Brick Walls	353,640
Denfeld	Standard construction Building, Brick Walls	303,633
Ordean	Standard construction Building, Brick Walls	206,533
Lincoln Park	Standard construction Building, Brick Walls	190,146
Laura MacArthur	Standard construction Building, Brick Walls	94,707
Myers-Wilkins	Standard construction Building, Brick Walls	90,000
Lowell	Standard construction Building, Brick Walls	88,240
Piedmont	Standard construction Building, Brick Walls	88,236
Lester Park	Standard construction Building, Brick Walls	80,950
Congdon Park	Standard construction Building, Brick Walls	76,972
Stowe	Standard construction Building, Brick Walls	72,070
Homecroft	Standard construction Building, Brick Walls	55,813

Location	Description	Square Feet
Lakewood	Standard construction Building, Brick Walls	47,148
Rockridge	Standard construction Building, Brick Walls	29,039
Transportation	Standard construction Building, Brick Walls	7,892
Total Square Footage		1,785,019

RF COVERAGE VALIDATION

Seller will validate each area using a standard set of tools, including access points, signal strength meters, and diagnostic software. Additionally, Seller will take note of radio interference, including WLANs in other nearby offices.

Seller will perform a single, passive walk-through of the facility using industry standard survey software to generate coverage maps and validate the RF coverage.

SURVEY PARAMETERS

The RF Coverage Validation Survey includes:

- Verification that all APs are powered up and operational
 - A single, passive walk-through using industry-standard survey tool software to generate coverage maps
 - Validation of the respective supported services as listed below:
 - *High Density*
 - A signal strength of -65 dBm or higher
 - A signal-to-noise ratio of 25 dB or higher
 - 20% geographic overlap
- Recommendations for initial AP placements were provided by Customer and/or 3rd Party therefore, the Coverage Validation will be provided for the environment “AS IS”.
- Adjustments and final AP locations will be determined after the Coverage Validation. Remedial efforts and recommendations needed to satisfy deficiencies in the wireless coverage are out of scope and will be addressed with a Change Order.

SPECTRUM ANALYSIS

Devices causing noise or interference in the WiFi frequency ranges can have potentially devastating effects on a wireless network. Identifying them prior to deployment and preparing for them properly can greatly increase the potential for a successful deployment.

Seller will perform spectrum analysis for the wireless site survey through the use of audit points. Audit points are a proven method of sampling an area for interference sources. Seller will use a spectrum analyzer to gather RF spectrum data for the 2.4 and 5 GHz WiFi frequency ranges. (See the Exhibit for an example.)

The spectrum analysis findings will be summarized and provided in the wireless site survey report. The summary will include the following items for each audit point of the survey area.

- Spectrum Density Plot (one for each frequency per audit point: 2.4 GHz, 5 GHz Lower, 5 GHz Middle, 5 GHz Upper)
- Non-WiFi Interference Table

Note: Spectrum analysis performed during the wireless site survey is a preventive measure which helps identify harmful sources of interference. Often there are no interference sources or other sources of RF present at the time of the survey, in which there is little to no data to report upon. As such, Spectrum Density Plots that do not contain meaningful data will be omitted from the wireless site survey report.

If RF emitting sources are found during the spectrum analysis and if Seller's engineering team deems the RF emitting sources to be detrimental to the success of the WLAN project, the interfering or noise generating sources will be documented through FFT and Event Spectrogram illustrations. Recommendations may also be made for mitigating the impact of the offending RF emitting sources.

REPORT PRODUCTION

Seller will prepare a formal wireless site survey report which is based on the scope of this project and consists of the following sections. (This work is often time conducted off-site.)

- **Overview:** A high-level summary of the engagement.
- **Methodology:** This describes the steps taken, the tools used, and the information gathered in the course of the engagement. It includes specific information about the best practice techniques and methods used.
- **Architecture:** Explanation of the selection and placement of the access points using diagrams and tables.
- **Access Point Details:** These are recommendations for antenna(s), TX power, placement, mounting and orientation.

PROJECT CLOSURE

A Project Closure meeting will be scheduled to review the following:

- Seller's findings and recommendations
- Questions pertaining to the report or engagement
- Clarification of outstanding issues
- Discuss next steps with Seller

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

Preparatory Tasks

1. Supply Seller with scale drawings or blueprints in gif, pdf, dwg or png electronic format, detailing existing access point locations, associated MAC addresses and antennas for each
2. Supply Seller with a ladder or aerial lift and lift operator suitable to reach the AP mounting locations as needed
3. An on-site contact to provide Seller with physical access to all areas to be surveyed
4. Inform Seller of any building codes or local ordinances governing restrictions of the placement of wireless equipment in areas such as elevator shafts or stairwells
5. Inform Seller of any potentially hazardous work areas prior to entry such as those requiring steel toe shoe, hard hats
6. Provide an individual to work with the Seller to ensure hazardous locations are explained and the Seller is protected
7. Schedule and coordinate all network outages and downtimes associated with this project (if applicable)

SELLER RESPONSIBILITIES

Seller is responsible for the following:

1. Provide a liaison for technical and management representation on overall project direction, escalation and issue management
2. Develop project timeline and project plan
3. Lead weekly status meetings and provide necessary communication
4. Coordinate project activities with Customer and Seller
5. Provide technical oversight and serve as escalation point for Customer's technical resources

PROJECT ASSUMPTIONS

In addition to any other assumptions described in this SOW, Seller assumes the following:

1. Additional closets, switches and/or utility poles may be required based on the wireless site survey results and is the responsibility of the Customer
2. Survey data is collected at the floor level without the aid of a man lift or ladder
3. The estimates have been based on collecting information for both frequencies in a single pass. If more than one walk-through is necessary, a Change Order may be required for the additional hours
4. Network outages may occur
5. RF Tuning is not part of the Validation Survey
6. Seller is not responsible or accountable for Customer requests which:
 - a. fall outside of and/or contradict the regulatory domain rules or governing laws applicable to Customer's installation
 - b. conflict with manufacturers' intended use of WLAN components

OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. Manually locating existing access points in Customer's infrastructure
2. Implementation and/or deployment of the WLAN
3. Survey of restrooms, custodial closets, mechanical spaces, elevators and/or stairwells

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

Table – Item(s) Provided to Customer

Item	Description	Format
Coverage Validation Report	<ul style="list-style-type: none"> • Floor plans showing signal strength distribution for all access points • Floor plans illustrating signal-to-noise ratio • RF Assessment • Results of the Spectrum Analysis • Coverage deficiencies • Recommendations for remediation 	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

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

PROJECT MANAGEMENT

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

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

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

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

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

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

Project Management

A Project Manager is assigned and provides the following:

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

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

CONTACT PERSONS

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

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

CHANGE MANAGEMENT

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

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

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules

contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

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

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our 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. 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 \$69,745.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 329 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
Consulting Engineer – Per Hour	\$215.00	263	\$56,545.00
Project Manager – Per Hour	\$200.00	66	\$13,200.00
Estimated Totals		329	\$69,745.00

EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

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 NOTICE

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer’s request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

CUSTOMER-DESIGNATED LOCATIONS

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

PROJECT SPECIFIC TERMS

1. Notwithstanding anything to the contrary in the Agreement, Seller’s Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

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: *Susan Lusk*
Susan Lusk (Oct 5, 2021 1:23 CDT)

By: *Catherine A. Erickson*
Catherine A. Erickson (Oct 5, 2021 16:18 CDT)

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Oct 5, 2021

Date: Oct 5, 2021

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

215 N 1ST AVE E, ACCTS PAYABLE

DULUTH, MN 55802-2058

EXHIBIT A

CUSTOMER DESIGNATED LOCATIONS EXHIBIT

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

Location(s)	Address
Denfeld High School	401 North 44th Avenue West
East High School	301 North 40th Avenue East
Lincoln Park Middle School	3215 West 3rd Street
Ordean East Middle School	2900 East 4th Street
Congdon Park Elementary School	3116 East Superior Street
Homecroft Elementary School	4784 Howard Gnesen Road
Lakewood Elementary School	5207 North Tischer Road
Laura MacArthur Elementary School	720 North Central Avenue
Lester Park Elementary School	5300 Glenwood Avenue
Lowell Elementary School	2000 Rice Lake Road
Myers-Wilkins Elementary School	1027 North 8th Avenue East
Piedmont Elementary School	2827 Chambersburg Avenue
Stowe Elementary School	715 - 101st Avenue West
Garfield Avenue Building	330 Garfield Avenue
Rockridge Academy	4849 Ivanhoe Street
Transportation Center	3200 West Superior Street

SIGNATURES

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

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

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: _____

By:  _____

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title:  _____

Date: _____

Date:  _____

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

215 N 1ST AVE E, ACCTS PAYABLE

Vernon Hills, IL 60061

DULUTH, MN 55802-2058

LAKEVIEW CHRISTIAN ACADEMY
Guidelines for
TRANSPORTATION REIMBURSEMENT
2021-2022

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Lakeview Christian Academy.

_____ days X _____ miles X 34 Cents per mile = reimbursement.
(Round trip from home to school)
3. Mail, email or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session, transporting students, and only for their mileage. Car pool mileage should not be submitted. For the 2021-2022 school year one family reimbursement is maximum of \$320.00.
5. All reimbursement claims must be received at ISD 709 by June 13, 2022.

LAKEVIEW CHRISTIAN ACADEMY

BY (Print): Aaron Walls

(Signature): 
LCA Director

INDEPENDENT SCHOOL DISTRICT NO. 709

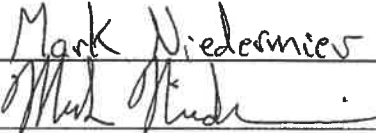
BY 
Director of Business Services

MANY RIVERS MONTESSORI
Guidelines for
TRANSPORTATION REIMBURSEMENT
2021-2022

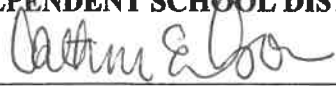
1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Many Rivers Montessori.

_____ days X _____ miles X 34 Cents per mile = reimbursement.
(Round trip from home to school)
3. Mail, email or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session, transporting students, and only for their mileage. Car pool mileage should not be submitted. For the 2021-2022 school year one family reimbursement is maximum of \$320.00.
5. All reimbursement claims must be received at ISD 709 by June 13, 2022.

MANY RIVERS MONTESSORI

BY (Print): Mark Niedermier
(Signature): 
Many Rivers Montessori Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY 
Director of Business Services

Contract Number: LSC-2022-018971

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
22	015050		\$3,780		

STATE OF MINNESOTA

LAKE SUPERIOR COLLEGE

MINNESOTA STATE COLLEGES AND UNIVERSITIES

INCOME CONTRACT

This contract is by and between ISD 0709 215 N 1ST AVE E, DULUTH, MINNESOTA 55802-2069 (hereinafter "PURCHASER") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE").

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

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

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:
 - A. Title of Instruction / Activity / Service: AHA Heartsaver, CPR/First Aid non-credit training and certification for up to 40 participants
 - B. Dates of Instruction / Activity / Service: October 25, 2021 or a mutual date agreed upon between both parties prior to June 30, 2022
 - C. Instructor / Trainer / Consultant:
Lake Superior College's Fire Rescue Faculty, Staff, Trainers and Contractors
 - D. Location / Course Facilitation:
Lake Superior College Emergency Response Training Center, 11501 Highway 23, Duluth, MN 55808
 - E. Other Provisions: Lake Superior College will issue AHA Heartsave first aid e-cards to each participant upon successful completion of the course

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

A. Participants

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the PURCHASER as follows: Lump sum of three thousand seven hundred eighty dollars and 00/100 (\$3780.00)
 - b. Notwithstanding the thirty (30) day notice period established in paragraph 5, in the event that the PURCHASER desires to cancel or reschedule the Instruction/ Activity/ Service due to low enrollment, PURCHASER shall give at least *fourteen (14)* days' notice in writing to Minnesota State's authorized agent to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, Minnesota State shall be entitled to payment calculated according to paragraph 5. If the Instruction/ Activity/ Service is rescheduled as provided herein, payment shall be according to this paragraph 3.
 - c. Terms of Payment. Payment shall be made by the PURCHASER within 30 days of the date of the invoice presented. Invoice will be sent after the training has been completed
4. TERM OF CONTRACT. This contract shall be effective on Tuesday, October 05, 2021, **or upon the date that the final required signature is obtained by MINNESOTA STATE**, whichever occurs later, and shall remain in effect until Thursday, June 30, 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This contract may be canceled by the PURCHASER or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed
6. AUTHORIZED REPRESENTATIVES.

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

Name: Steven Johnson
Title: Supervisor of Transportation
Address: 215 N 1ST AVE E, DULUTH, Minnesota 55802-2069
Telephone: +1 218-336-8970
E-Mail: steven.johnson@isd709.org

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

Name: Erica Hanson
Title: Education Industry Partnership Coordinator
Address: 2101 Trinity Road Duluth, MN 55811

Telephone: +1 218-733-5967
E-Mail: erica.hanson@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the PURCHASER nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. The PURCHASER shall indemnify, save, and hold MINNESOTA STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for MINNESOTA STATE 'S failure to fulfill its obligations pursuant to this contract.
9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MINNESOTA STATE.

In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.
12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances,

including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): None

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

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

APPROVED:

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE**

By (authorized signature) DocuSigned by: <i>Thomas Kriske</i> C2F23CF10DDC4BA...
Title workforce Development Director
Date 10/6/2021 8:53:04 AM CDT

2. PURCHASER: ISD 0709

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

By (authorized signature) DocuSigned by: <i>Catherine A. Erickson</i> 353DDB8A52D84F1...
Title CFO
Date 10/5/2021 4:16:45 PM CDT

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement) DocuSigned by: <i>Nickoel Anderson</i> 7579A626C65D4E7...
Title Director of Business Services
Date 10/6/2021 12:55:38 PM CDT