

AGREEMENT

THIS AGREEMENT, made and entered into this date October 10, 2017 by and between Independent School District #709, a public corporation, hereinafter called District, and John Morrow, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 10, 2017, and shall remain in effect until June 30, 2018, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will be on contract with the DPS American Indian Education Dept. to provide culturally based activities and Ojibwe style drumming instruction for DPS students, teacher, and staff. Fee for Cultural presentation will be \$50.00 (Fifty Dollars) per hour. Fee for teaching singing/drumming will be \$75.00 (Seventy-five Dollars) per hour
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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$10,000 (Ten Thousand 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:

Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor

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 care of the American Indian Education office, ISD 709, Duluth Public Schools, 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 14366 W Court + Oreilles Lake Dr.
Hayward WI 54843

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.

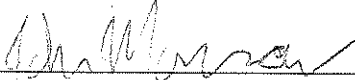
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide 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.

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 Identification Number

Oct 10, 2017
Date

[Handwritten Signature]

Program Director

10/27/17

Date

[Handwritten Signature]

Director of Curriculum and Instruction

10/27/17

Date

[Handwritten Signature]

Director of Business Service / Superintendent of Schools

10/31/17

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of September , 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Cynthia Johnson , an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/19/17 , and shall remain in effect until 6/8/18 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)
Serve as member of NE MN PCAE Regional Center Leadership Team from September-December, 2017 as a representative for Dance content area. This is being paid from the NE MN Regional Perpich Center for Arts Education Grant. Attached is a description of duties for Leadership Team Member.

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.

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 \$ 500.00 five hundred 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.

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- 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.

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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 care of ___Teri L. Akervik___, ISD 709, Duluth Public Schools, 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 _____ (mailing address including Zip Code) _____.

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.

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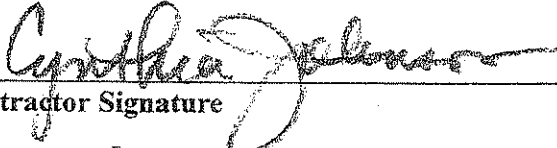
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Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

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

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


Contractor Signature _____ SSN/Tax ID Number _____ Date 10/18/17


Program Director _____ Music Curriculum, Perpich Grant _____ Date 9/19/17


Director of Curriculum and Instruction _____ Date 10/27/17


CFO/Director of Business Services/Superintendent of Schools _____ Date 10/31/17

Job Description:

Leadership Team Member will work with the regional grant supervisor, coordinator and other area arts teachers to support the professional learning necessary to improve student achievement as described by the grant projects. The Leadership Team Member will co-create and implement the action plan for the NE MN Regional PCAE Grant in cooperation with other team members based on the goals and needs of the regional arts teachers, students and schools.

Team Leaders:

- Use knowledge and skills to develop plans for regional grant projects in consultation with Leadership Team.
- Meet with grant leadership team to collaboratively monitor progress and plan for on-going work.
- Document activities and progress toward project goals.
- Maintain communication between team members, grant supervisor and coordinator.
- Design and present learning experience(s) for area arts teachers.
- Use technology for instruction, presentation, and communication.
- Communicate with regional arts teachers about the PCAE grant projects and staff development opportunities.
- Collaborate with NE MN PCAE Grant supervisor, coordinator and Leadership Team members and other colleagues as appropriate.
- Participate in NE MN PCAE Grant workshops, sessions and Leadership Team Meetings.
- Create, collect and utilize qualitative and quantitative data to assess progress and make decisions (ex: surveys, audio/video recordings, photos, sample student work, etc...).



COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2017-2018 Academic Year

Fond du Lac Tribal & Community College (FDLTCC) and ISD #709 enter into the following agreement to offer college classes in the secondary school in the College in the High School Program - A partnership with secondary schools.

1. The college courses shall be those that are regularly developed and taught at the campus of the sponsoring college, and which would be accepted as part of the general education requirement for the associate degree.
2. Teachers of college courses in high schools should have (1) a master's degree in the field to be taught; or (2) master's degree and 18 graduate credits which would apply to the field to be taught; and (3) has had at least 5 years of successful teaching in the subject area to be taught; and (4) must provide the college with a resume, transcripts, and teaching certificates. **If instructors do not meet the credentialing requirement they must have a professional development plan on file with the college in order to teach the class during 2017-2018 school year.**
3. Textbooks and other instructional material, which are specified in the course outline, shall be ordered through the college bookstore unless the college authorizes an exception. The college mentor for the course will work with the instructor on textbook selection.
4. The course content and course outline are to be followed. The high school instructor will be assisted and supported by a mentor designated by the college. The high school should make every effort to provide the high school instructor with as much extra preparation time as possible.
 - A. Course plans shall be developed which address:
 - The length and number of class meetings and how they will be used to cover the subject matter of the course.
 - Class lists and procedures for adding or dropping courses. (A student may drop a course within the 25 days of the college schedule.) High school teachers must report all class withdrawals to the college two weeks before final grades are submitted to the college.
 - Library resources and college writing expectations.
 - Required materials and tests.
 - Attendance policy and how it applies to grading.
 - B. For courses that are taught for the first time by a high school instructor where either (1) the course or (2) the high school instructor is receiving supervision for the first time by the cooperating college instructor, meetings shall take place as follows:
 - At least one meeting between the cooperating college instructor and the high school instructor prior to the start of the course.
 - At least three in-person observations per class section by the cooperating college instructor. Written reports of these observations shall be made to the program director, who will report to the Dean of Instruction, and to the high school principal.
 - At least one follow-up meeting between the cooperating college instructor and the high

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2017-2018 Academic Year

school instructor. Any recommendations are to be given to the program director who will consult with the Dean as necessary.

C. For repeat courses or courses that continue as part of a sequence which involve both (1) the same high school instructor: and (2) the same cooperating college instructor, at least two meetings shall be arranged between the two instructors.

5. Class enrollment is restricted to students registered through Post-Secondary Enrollment Options, Concurrent Enrollment or Board Policy 111.01.03.

6. The high school will establish college approved selection criteria for admissions to the college courses with a priority given to those students who demonstrate the ability to benefit from college level course work. These criteria and standards for admissions shall be distributed to high school students by the high school.

The Minnesota State Colleges and Universities (MNSCU) Board Policy stated the following requirements shall apply (1) to high school students participating in the Post-Secondary Enrollment Options program in a community college; and (2) to community college courses taught by high school teachers, to high school students, through a cooperative arrangement between a community college, and a high school.

PSEO participation shall be available to juniors and seniors enrolled through a Minnesota high school, home school, or alternative-learning center who present evidence of the ability to perform college-level work. Such evidence includes the following:

A. for juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA

B. for seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA

C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.

D. Students who are eligible for College in the Schools must fill out a CITS application and take a placement test (Accuplacer/ACT/MCA). The accuplacer shall be administered by the college staff to high school students seeking to enroll in CITS classes. If the scores for any high school student indicate a lack of preparation for college level work, enrollment should not be approved.

An exception to the above standards may be approved by the community college president or provost based on a signed statement by the high school principal, or other authorized school official, indicating that the student could benefit from college courses, and is recommended for admission.

COLLEGE in the HIGH SCHOOL
OPERATING GUIDELINES
2017-2018 Academic Year

7. Parents of prospective students will be given an opportunity to meet with Instructor, Guidance Counselor, and College Representative to discuss the student's responsibilities.

8. The college will provide registration, grade reports, transcripts, maintain records for high school students, and award full college credit for successfully completed courses.

9. The high school will provide a qualified instructor, classroom and lab facilities (if needed), instructional materials (including textbooks), and time for the instructor to plan the course and meet with the designated mentor.

10. The fee will be \$2000 for each CITS Course offered per semester. Multiple sections of the same course taught by the same instructor during the same semester will not incur an additional fee. The course will be at no cost to the student.


11. A minimum of 12 students is needed to run any class at the high school under this program. This requirement may be waived at the discretion of the FDLTCC President.

12. Classes shall be discrete college or university level courses that must have at least 51% of the students taking the course for college credit. However, to help maintain the integrity of the class, schools should try to maintain as high a percentage of college credit students as possible with 100% being ideal.

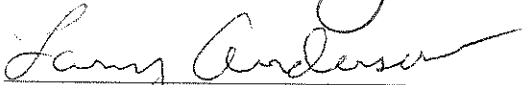
13. High School instructors teaching CITS classes must make every effort to attend annual college professional development days provided by the college.



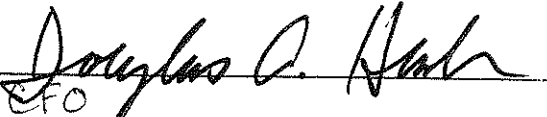
Superintendent



Director of Curriculum and Instruction



Larry Anderson, President
Fond du Lac Tribal & Community College



Douglas A. Hahn
CFO

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2017/2018**

Duluth East High School (ISD #709)

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Law Enforcement:			
LAWE 1001- Introduction to Crim. Just	2	4	Richard Updergove
Political Science:			
POLS 1010- American Government	1	3	Richard Updergove
POLS 1010- American Government	2	3	Richard Updergove
Psychology:			
PSYC 2001- General Psychology	1	4	Jacelyn Ring
PSYC 2001- General Psychology	2	4	Jacelyn Ring
Science:			
CHEM 1010- General Chemistry	AY	5	Andy Grindy
PHYS 1001- Introduction to Physics	AY	4	Cheryl Kowalsky

7 Classes X \$2,000= \$14,000

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
 COLLEGE IN THE SCHOOLS COURSES
 2017/2018

Duluth Denfeld High School (ISD #709)

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Political Science:			
POLS 1010- American Government	1	3	Ethan Fisher
POLS 1010- American Government	2	3	Ethan Fisher
Psychology:			
PSYC 2001- General Psychology	2	4	Gina Holliday
Science:			
PHYS 1001- Introduction to Physics	AY	4	Kevin Michalick
CHEM 1010- General Chemistry I	AY	5	Robert Fox
5 Classes X \$2,000= \$10,000			

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of September , 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Lisa Malcomb , an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/19/17 , and shall remain in effect until 6/8/18 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)
Serve as member of NE MN PCAE Regional Center Leadership Team from September-December, 2017 as a representative for Media/Visual Art content area. This is being paid from the NE MN Regional Perpich Center for Arts Education Grant. Attached is a description of duties for Leadership Team Member.

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.

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 \$ 500.00 - five hundred 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.

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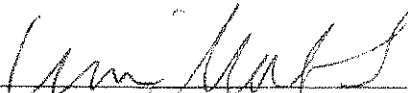
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AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.


Contractor Signature _____ SSN/Tax ID Number _____ Date 11-15-17


Program Director _____ Music Curriculum, Perpich Grant _____ Date 9/19/17


Director of Curriculum and Instruction _____ Date 10/27/17


CFO/Director of Business Services/Superintendent of Schools _____ Date 10/31/17

Job Description:

Leadership Team Member will work with the regional grant supervisor, coordinator and other area arts teachers to support the professional learning necessary to improve student achievement as described by the grant projects. The Leadership Team Member will co-create and implement the action plan for the NE MN Regional PCAE Grant in cooperation with other team members based on the goals and needs of the regional arts teachers, students and schools.

Team Leaders:

- Use knowledge and skills to develop plans for regional grant projects in consultation with Leadership Team.
- Meet with grant leadership team to collaboratively monitor progress and plan for on-going work.
- Document activities and progress toward project goals.
- Maintain communication between team members, grant supervisor and coordinator.
- Design and present learning experience(s) for area arts teachers.
- Use technology for instruction, presentation, and communication.
- Communicate with regional arts teachers about the PCAE grant projects and staff development opportunities.
- Collaborate with NE MN PCAE Grant supervisor, coordinator and Leadership Team members and other colleagues as appropriate.
- Participate in NE MN PCAE Grant workshops, sessions and Leadership Team Meetings.
- Create, collect and utilize qualitative and quantitative data to assess progress and make decisions (ex: surveys, audio/video recordings, photos, sample student work, etc...).



AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of September, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Segue Consulting Partners-Dr. Wendy Barden, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 28, 2017, and shall remain in effect until October 25, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (insert programs or services to be performed by contractor)
Dr. Wendy Barden will plan, prep and present two, one-day workshops to regional arts teachers "Standards Based Assessment in Arts Classrooms" and "Student Assessments and PLCs for Arts Teachers" for up to 20 teachers-per day, to attend one of the workshops - funds from the NE MN Regional Perpich Grant. (More info on last page of contract.)

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.

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 \$ \$2700.00 - two thousand, seven hundred dollars (\$2,200.00-workshop fee and snacks/beverages, \$180.00- mileage, \$240.00-hotel and \$80.00-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 care of Teri L. Akervik, ISD 709, Duluth Public Schools, 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 15223 Lake Street Ext, Minnetonka, MN 55345.

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:

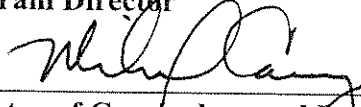
Workers’ Compensation Insurance: Contractor must provide Worker’s Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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.

Wendy Barden _____ 9/28/17
Contractor Signature SSN/Tax ID Number Date

 _____ 9/28/17
Program Director Music Curriculum, Perpich Grant Date

 _____ 10/17/17
Director of Curriculum and Instruction Date

 _____ 10/23/17
CFO/Director of Business Services/Superintendent of Schools Date

Event Date: Oct. 23 & 24, 2017

Event Location: Myers-Wilkins Elementary, 1027 N 8th Ave E, Duluth, MN 55805

Event Time: 8:30 am - 4:00 pm (each day)

“Standards-Based Assessment in Arts Classrooms”:

Discuss the research and practical implementation of standards-based teaching and learning in an arts classroom with an experienced arts educator. Our work will include:

- **Developing reporting standards in the arts**
- **Understanding standards-based assessment design with checklists and rubrics**
- **Examining the power of student reflection and teacher feedback**
- **Exploring activities and assessments that tap students' higher-level thinking**
- **Recognizing the prominence of "participation" or "studio time"**
- **Assigning grades from standards-based evidence**
- **Collaborative thinking with others who teach the same arts classes you do**

“Student Assessments and PLCs for Arts Teachers”:

Extended discussion of the research and practical implementation of standards-based teaching and learning in an arts classroom and the use of assessment data in PLCs for arts teachers. Our work will include:

- **Reviewing standards-based assessment design with checklists and rubrics**
- **Re-examining the power of student reflection and teacher feedback**
- **Exploring activities and assessments that tap students' higher-level thinking**
- **Understanding the use of student assessment data in PLCs**
- **Collaborative thinking with others who teach the same arts classes you do**

Youth Frontiers, Inc. Respect Retreat Contract

I) Agreement

This agreement is made on 8/11/2017 between:
Youth Frontiers, Inc.
6009 Excelsior Blvd.
Minneapolis, MN 55416
952-922-0222
(hereafter "YOUTH FRONTIERS" or "YF")

Denfeld High School
401 North 44th Avenue W
Duluth, MN 55807-1494
(hereafter "SPONSOR")

If this agreement is not signed and returned by SPONSOR within 30 days of 8/11/2017 (with the deposit amount stated below), SPONSOR'S reservation may be forfeited.

Sponsor Contact Tom Tusken Phone Number 218-336-8830 x2333

II) Requirements of SPONSOR:

Location: to be determined and set up by SPONSOR.

Small Group Leaders: YOUTH FRONTIERS recommends 1 leader for every 6 students. Youth Frontiers reserves the right to reschedule or cancel your retreat if you do not have at least 1 leader/chaperone per 10 students. Youth Frontiers recommends that student leaders be high school juniors or seniors. Small group leaders that are younger than juniors or seniors must receive approval from YOUTH FRONTIERS. SPONSOR is responsible for selecting group leaders and all appropriate background checks for these leaders.

Retreat Length: Recommended retreat length for our Respect Retreat, depending on group size is 5 hours 30 minutes.

Number of Participants: Retreat participants, excluding leaders, should not exceed 225 Students. Groups that exceed this number must receive approval from YOUTH FRONTIERS or be split into multiple retreats. Youth Frontiers retreats are for one grade level.

Preparing for Retreat: YOUTH FRONTIERS will provide SPONSOR with a Prep Pack to plan the retreat. SPONSOR agrees to complete the planning requirements included in the Prep Pack, including logistics for small group leaders, retreat location, and transportation for students and leaders. YF requires SPONSOR to complete a Priority One Form at least one month prior to the retreat date.

YOUTH FRONTIERS reserves the right to cancel the retreat at any time if these criteria are not met.

III) Fees and Expenses

The fee for the retreat is \$3145.00. A deposit of \$750.00 is required at the time of this agreement, with the balance due upon receipt of invoice. The retreat fee includes travel expense costs for YF. Please mail the balance to the Youth Frontiers address under Section I. All payments should be made to Youth Frontiers, Inc.

IV) Cancellations/Rescheduling

Should SPONSOR cancel and not reschedule the retreat for any reason, it is agreed that the deposit will be forfeited. In addition, should SPONSOR cancel or reschedule the retreat for any reason, or if the retreat cannot be given as scheduled due to an unavoidable circumstance, it is agreed that any expenses incurred by YOUTH FRONTIERS and/or the SPONSOR, including, but not limited to: facility fees, lodging, meals, transportation, program staff, etc., will be paid by SPONSOR. Should the retreat be postponed by the SPONSOR and rescheduled, the rescheduled retreat will be held at a time and date mutually agreed upon by the SPONSOR and YOUTH FRONTIERS. YF will confirm any date changes by email communication.

Youth Frontiers, Inc. Respect Retreat Contract

V) Indemnification

SPONSOR hereby agrees to indemnify, hold harmless, and defend YOUTH FRONTIERS and any director, employee, or agent thereof (each an "Indemnified Party") against all claims, liabilities, losses, expenses (including attorneys' fees and legal expenses related to such defense), fines, penalties, taxes, or damages (collectively, "Liabilities") asserted by or on behalf of any retreat participant, except for claims resulting from the acts or omissions of YOUTH FRONTIERS and any director, employee or agent thereof. SPONSOR'S obligation to indemnify and defend any Indemnified Party will survive the cancellation, expiration, or termination of this contract by either party for any reason. YOUTH FRONTIERS shall promptly notify SPONSOR of any such claim and SPONSOR shall, at YOUTH FRONTIERS' option, conduct the defense at SPONSOR'S sole expense, and YOUTH FRONTIERS shall cooperate with such defense.

VI) Retreat Specifics

YOUTH FRONTIERS agrees to provide a retreat to SPONSOR as follows:

School Name: Dentfeld High School
Retreat Type: Respect Retreat
Retreat Date: Thursday, November 30, 2017
Approximate Number of Participants: 200
Grade: 9th
Retreat ID: 69014

V) Use of Photograph / Video Content

Youth Frontiers strives to be a positive force for students and educators on our social media platforms. Social media is a way for us to stay connected with your students and remind them of the character messages we shared with them on retreat. By checking "YES" below, you are giving Youth Frontiers permission to take photos of your students on retreat and post them to our social media pages (Instagram, Facebook, Twitter). Specifically, you agree that images and video are often used by Youth Frontiers for promotional purposes. You give consent, now and for all time, to Youth Frontiers and third parties collaborating with us to make, reproduce, edit, broadcast or rebroadcast any video footage, sound recordings and photo reproductions of students' images or narrative accounts of experiences with Youth Frontiers, for the purpose of promotions, advertising and legitimate business uses.

- YES. Youth Frontiers can take photos of our students on the retreat.
 NO. Youth Frontiers cannot take photos of our students on the retreat.

Sponsor Contact:

Phone or email:

Date:

Signature:

Youth Frontiers Inc.

Patty Beadle

Director of External Relations

Signature:

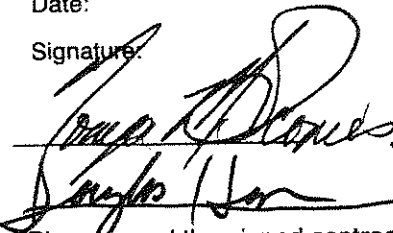
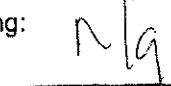


Please send the signed contract to one of the following:

Email: retreatcoordinator@youthfrontiers.org

Mail: Youth Frontiers
6009 Excelsior Blvd.
Minneapolis, MN 55416

Fax: 952.922.2122


Doug Huster, Director of Business Services
, School Board Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Interquest Canines, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 18, 2017, and shall remain in effect until June 8, 2018 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.** Interquest shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of administration with Interquest acting as an agent of the district while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by district officials, shall be subject to inspection. Contraband detected on district property is the responsibility of the district. Suspected drugs of abuse may be field tested to provide preliminary or presumptive identification of the drug.

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.

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 \$4,710 (7 visits and one demo each for Denfeld and East). 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 care of Doug Hasler, CFO, ISD 709, Duluth Public Schools, 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: Interquest Canines, 34501 640th Ave., Wadena, MN 56482.

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.

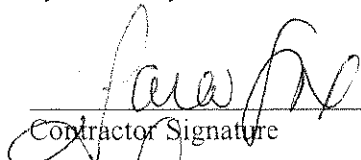
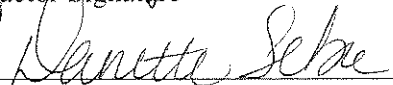

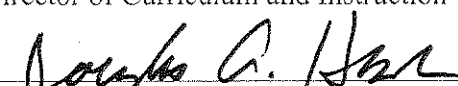
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide 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.

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	10/24/2017 Date
 Program Director	_____	10/26/17 Date
 Director of Curriculum and Instruction	_____	_____ Date
 CFO/Director of Business Services/Superintendent of Schools	_____	10/31/17 Date

Jaqueline Ariri Onchwari

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of August, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Ariri Onchwari, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 29, 2017, and shall remain in effect until August 29, 2017, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** 3 hours of professional development sessions to be delivered on August 29, 2017 and 6 hours to prepare materials.

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.

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 \$500. 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 care of _____, ISD 709, Duluth Public Schools, 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 15 East Winona Street, Duluth MN 55803

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.

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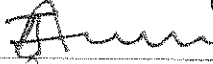
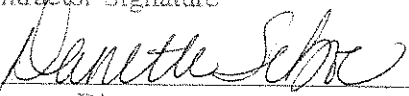

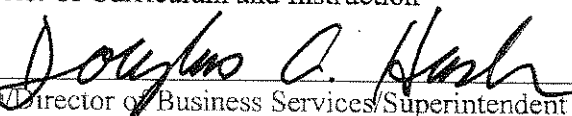
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide 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.

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.

		09/25/17
Contractor Signature	SSN/Tax ID Number	Date
		9/28/17
Program Director		Date
		
Director of Curriculum and Instruction		Date
		10/5/17
CFO/Director of Business Services/Superintendent of Schools		Date

MEMORANDUM

To: Doug Hasler
CFO/Executive Director Business Services

c: Dave Spooner
Facilities Manager

From: Dylan Carlson
Supervisor of Building Operations

Date: October 24, 2017

Subject: Quote #4279 School Move from Woodland Hills to Rockridge

Due to the necessary resources to complete a move of such large volume, and to properly focus our in house staff on current regular work; the quote above was advertised according to statute and School Board Policy. Two quotes were received for Quote 4279. The attached Quote Tab reflects the quotes received to complete the relocation on December 26th- December 29th plus an undetermined date of a pre move of the library.

The District plans to relocate Woodland Hills Academy to Rockridge Elementary by January 2018. Roughly 27 classrooms and/or offices containing furniture and teacher curriculum must be included in the relocation.

Recommendation:

It is recommended that the Duluth School District approve entering into an agreement with A-1 Movers Inc. to complete the school relocation of Woodland Hills Academy to Rockridge Elementary December 26th- December 29th plus and undetermined pre move of the library based on their low responsible base bid of \$12,745.25 as provided in response to Quote #4279. After review and if you concur, please sign all copies of the attached Agreement and return them to Facilities Management office for processing.

Attachments

AGREEMENT

THIS AGREEMENT, made and entered into October 30th, 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and A1 Movers 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 ISD 709 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 30th, 2017, 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.** A1 Movers Inc will complete the classroom and office moves from Woodland Hills Academy, also known as Cobb Elementary, to Rockridge Elementary School for a sum approximately \$12,745.25. Tentative dates for this project to be completed will be December 26th-29th 2017 plus an undetermined (pre) Library move date. A1 will be expected to provide and deliver material/boxes/labels necessary for the School District staff to complete the pre pack and accurately label each box for its destination. Not all items in the school will be relocated, only items with proper labels will be moved. The tentative relocation will take place Tuesday thru Friday during regular business hours. If needed due to unforeseen third party contractor/construction delays that would hinder A1 being able to start the job on December 26th, A1 will complete the job as needed at overtime rates and/or Saturday, 30th or Sunday the 31st.
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
 3. Contractors Insurance Policy;
 4. Supplementary Conditions and Insurance Requirements; and
 5. Any other documents identified by ISD 709.
4. **Background Check.** *N/A*
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations. Contractors are 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 the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by ISD 709 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.

7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

8. **Ownership of Materials.** ISD 709 reserves the rights to reproduce the documents that are the subject of the Contract, in any form, in any fashion, or appropriate the contents of the documents, 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.

9. **Independent Contractor.** Both ISD 709 and Contractor agree that the Contractor will act as an independent contractor in the performance of its duties under this Agreement and is not an employee of ISD 709. 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.

10. **Indemnity and defense of ISD 709.** Contractor shall indemnify, hold harmless and defend ISD709, its employees, agents, successors and assigns, and their respective shareholders, directors, officers, employees and agents against and in respect to any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities, general losses, costs and reasonable attorneys' fees, court costs and litigation expenses (collectively "Liabilities") which may arise out of, relate to or result from any act or omission of the Contractor.

In the event that Contractor breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

11. **Notices.** All notices to be given by Contractor to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail care of Dylan Carlson ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. All notices to be given by ISD 709 to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: Chris Nye, A-1 Movers Inc. 704 Banks Ave, Superior, WI 54880.

12. **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 ISD 709.

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

14. **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 without regard to conflict of laws considerations.

15. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of ISD 709. 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 quoting requirements apply to this Contract that those requirements apply to the award and performance of this Contract.

The Regulations of ISD 709 are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

16. **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.

17. **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.

18. **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.

19. **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:

20. **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.

21. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

23. **Representatives of ISD 709.** 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>
Douglas Hasler	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>
Dylan Carlson	Supervisor of Building Operations

24. **Protection of ISD 709.** 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.

25. **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.

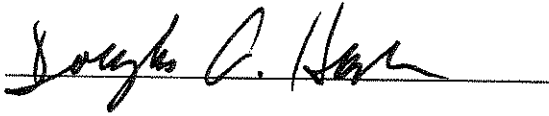
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

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.

INDEPENDENT SCHOOL DISTRICT NO. 709

CONTRACTOR



CFO/Executive Director of Business Services

By

Title

Taxpayer Identification Number



10/16/2017

Duluth Schools ISD 709 / Dylan Carlson,

A-1 Movers thanks you for the opportunity to provide this proposal for your upcoming relocations. A-1 appreciates the chance to continue our relationship with the Duluth Public schools that we have built over our past relocations. A-1 Movers is confident that we will be able to satisfy both the timeline and scope necessary to complete this project.

Our proposal is based on the initial walk through that took place between ISD 709, The Hills Youth and Family Services and A-1 Movers Inc. on Oct 9th 2017. A-1 is prepared to meet or exceed the Duluth Public School Board's and the Hills expectations and requirements for this project. A-1 Movers will be providing two separate estimates to both parties with a breakdown of their share of the goods/services rendered. In the following, A-1 will address those expectations noted in the walkthrough and also list our expectations to bring this project to a successful and timely conclusion.

Quote Overview:

The Job will take place at a span of dates yet to be determined by the School District and the Hills. Tentative dates for this project to be completed will be December 26-29th, 2017+ undetermined (pre)Library Move Date. A-1 Movers will be expected to provide and deliver material/boxes/labels necessary for the School Districts staff to complete the prepack and accurately label each box for its destination. A-1 Movers will also provide instruction for the staff on the correct and proper way to pack and label each carton to safeguard the contents as well as expedite your staff's packing time and assist in ease and efficiency of our crew's delivery. Not all items located inside the school will be relocated, only items with proper labels will be moved. Some items will be eliminated/relocated/recycled by the school prior to commencement of the A-1's relocation. The tentative relocation would take place Tuesday thru Friday during regular business hours. If needed, due to unforeseen third party contractor/construction delays that would hinder A-1 being able to start the job on the Dec. 26th, A-1 will complete the job as needed at overtime rates and/or Sat, 30th or Sunday 31st.

Based on the information received A-1 has compiled a list of expectations and conditions that will enhance the probability of success for this project. Next A-1 will present these expectations and follow up with our pricing estimate and basic rate structure.

If the School District would like to commence with the "Library" portion of the relocation prior to the majority of the school move A-1 would be glad to assist in cart rental and prep/relocation of goods to their destination. We would plan on delivering the rolling library carts (similar to mobile bookshelves) 2 days prior to start of move and 2 days after the move to allow for your staff to categorize, load and offload the books from the shelves. These costs will also be outlined in quote below.

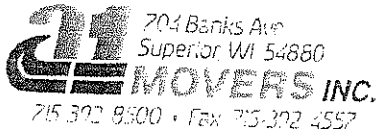
The "Office" portion of the move we would also like to utilize rolling "e-crates" in place of corrugated boxes. We could also provide boxes if the school district prefers. It is our experience, that most staff will prefer packing the desks and lateral file cabinet's contents in the plastic e-crates and will also save them time. They also can be stacked 4 high on a dolly that is provided so they also allow added mobility and access to them before the move progresses. The e-crates are rented by the day at .25 a crate, we estimate your staff will need them 1 week prior and 1 week after the relocation. These costs will be listed in the quote below.



Atlas Interstate Agent

Go new places.

11/16/2017 10:00 AM



Expectations:

A-1 has several expectations which if met will assure the success of this project. Below is a list of the most important of these expectations, but as the relocation proceeds these are subject to change and additions may be necessary.

- 1) Third party projects (construction projects) completed prior to move.
- 2) Packing of all smaller and loose items completed by District Staff prior to move.
- 3) All items ID'd/Labeled by District Staff prior to move.
- 4) Advance confirmation of dates for relocation and any conditions that may change dates of service with as much notice as possible
- 5) Exclusive access to buildings during relocation.
- 6) Limited Contractor interruptions during relocation.
- 7) On-site location to park equipment van for supplies and misc. equipment to lessen time wasted transferring items back and forth.
- 8) All items attached to building, disassembled (if indicated during walkthrough)
- 9) ISD and Hills items will be separated and labeled prior to move.
- 10) Computers and Smart Boards not included in the relocation (TBQ).
- 11) All file cabinets on top floor of building will need to be completely emptied due to stair carry and lack of elevator.
- 12) All lateral file cabinets and desk drawers will need to be emptied throughout building.
- 13) All 4 drawer file cabinets can be left full (if not on top floor). School staff responsible for keys, keys cannot be left in files or desks/or taped to files or desks.

A-1 Services provided:

- 1) Pre-move surveys to determine the School District's needs.
- 2) On site instruction to District Staff regarding pre move prep, packing, and labeling of all items to be relocated.
- 3) Supply all needed equipment for the safe relocation of items to be moved.
- 4) Material needed to protect/pack/ID for items to be moved.
- 5) Will make recommendations and consult prior to and during relocation as needed.
- 6) Can provide trailers if needed for additional temporary storage. (TBQ)
- 7) Any other Moving Industry Services that may be requested or necessary upon school direction.

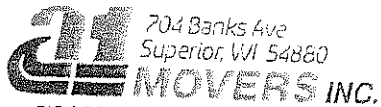
Pricing:

Phase I: Library Relocation

Labor, equipment and related costs	\$1,782.00	
Trip Charge	\$ 30.00	
Cart rental 1.50 day for 5 estimated 5 days (+or -)	\$ 262.50	(52.50 + or - if addl. days need)
Shrink Wrap	\$ 40.00	

Phase I Total:	\$2,114.50	





704 Banks Ave
Superior, WI 54880

715-392-8500 Office Fax 715-393-4557
Phase II: Office Relocation

Labor, equipment and related costs	\$1,208.00
Trip Charge	\$ 20.00
Rolling e.-crate rental: .25 a day (50 crates 12days)	\$ 150.00
Phase II Total:	\$1,378.00

Phase III: Remaining Floors/Offices/Classrooms	
Labor, equipment and related costs	\$7,896.00
Trip Charge	\$ 60.00
Cartons and other packing material	\$1,296.75
Phase III Total:	\$9,252.75

Total Project estimate all three (3) phases \$12,745.25

- Rates:
 \$44.00 per hour per man plus or minus regular time
 \$56.00 per hour per man plus or minus overtime
 \$1.50 per additional library cart per day rental (Sundays Free)
 .25 per additional e-crate rental
- Cartons and misc. rates:
 1.5 carton \$1.75 each
 3.2 carton \$2.30 each
 Dish carton \$6.00 each
 Tape \$2.75 each
 Shrink wrap \$20.00 per roll
 Additional Labels \$22.00 per 1,000

If you have any questions or concerns, please feel free to contact us at your earliest convenience at the numbers listed below. Again, Thank You for the opportunity to possibly partner with you again as the Duluth School District continues to grow/change. A-1 is confident that you will not be disappointed in our services.

Sincerely,

John Nye

Chris Nye

Paul Stevens

- Contact numbers:
 715-392-8500 Office
 218-393-2033 Chris Nye
 218-391-0403 John Nye
 218-391-4341 Paul Stevens



A-1 Interstate Agent

Go new places.

PROPOSAL TABULATION
 SCHOOL MOVE FROM
 WOODLAND HILLS TO
 ROCKRIDGE SCHOOL
 QUOTE #4279

Wednesday, October 25, 2017

Vendor	Base Bid Lump Sum	TOTAL
Wherley Moving Systems 4845 Miller Trunk HWY. Duluth, MN 55811 P: 218-727-8811 F: 218-727-8086	\$34,877.00)	\$34,877.00)
A-1 Movers Inc. 704 Banks Ave. Superior, WI 54880 P: 715-392-8500 F: 715-392-4557	\$12,745.25)	\$12,745.25)



WHERLEY MOVING SYSTEMS, INC.
PO Box 15128 DULUTH, MN 55815
4845 MILLER TRUNK HWY. • DULUTH, MN 55811 • (218) 727-8811

September 27, 2017

Dylan Carlson
Supervisor of Building Operations
ISD 709
Duluth MN

dylan.carlson@ISD709.org

Thank you for the opportunity to help you plan an upcoming move.

The total estimate for ISD 709 is \$34,877.00 and is broken down as follows:

❖ 14 men/ 3 vans @ \$805/hr for four ten hour days	\$32,200
❖ Equipment i.e. carts, 4 wheelers, speed packs, etc.	\$ 1,000
❖ Fuel Surcharge	\$ 360
❖ 878 cartons @ \$1.50 each	\$ 1,317

We appreciate your interest and anticipate the pleasure of servicing your order in the near future. Our award winning staff will take the utmost care in seeing that your belongings receive the care only true professionals can provide. Our goal is to insure that the details that make up the overall task of moving you are done smoothly, efficiently and pleasantly.

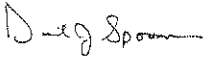
If you have any questions or would like to set up dates, please call 218-727-8811 or 800-426-4920 between 8 am and 5 pm

Sincerely,

Dolores Huotari
Move Coordinator

Memorandum

To: Doug Hasler
Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: October 23, 2017

Re: RW Fern Associates Inc. – Phase II Denfeld Stair Tower Restoration – FY-19.

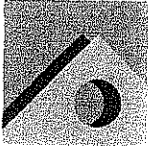
Phase I design, review, and observation of emergency mitigation work prior to student arrival was performed by RW Fern Associates Inc., in August 2016. Phase I services consisted of structural review and design of stabilization procedures needed to ensure safety of occupants in the stair towers at Denfeld.

As per the attached Phase II proposal, RW Fern Associates Inc, will design and specify the bid package needed to remove temporary shoring and accomplish required renovations to restore horizontal surfaces in the stair towers with a sheetrock finish, along with plaster repairs on vertical surfaces where needed, for a lump sum of \$19,800.00.

Recommendation:

I am recommending that the Director of Business Services approve the Phase II Denfeld Stair Tower Restoration proposal, RW Fern Associates Inc., for a lump sum of \$19,800.00.

Attachments



RW Fern Associates Inc. - AIA Architects

413 East Superior Street Duluth, MN 55802

218-722-8271 218-722-9550 Fax

October 16, 2017

Mr. Dave Spooner
ISD 709
215 North First Avenue East
Duluth, MN 55802

**Denfeld High School
Phase 2 Plaster Repairs**

Dear Dave:

Thank you for requesting this proposal to continue the plaster restoration project in the stair towers at Denfeld High School.

RW Fern Associates proposes to provide the architectural services required to obtain competitive bids and building permits for a lump sum amount of \$19,800.


This fee includes:

- Site inspection of project areas.
- Review of original construction documents/details.
- Preparation of construction document plans and specifications for competitive bidding.
- Assistance in solicitation of bids.
- Bid review and recommendation for award.
- Construction administrations including regular construction meetings with memorandums, shop drawing review, pay application review and certification, punch list tour and documentation, closeout documentation review.

The fees does not include plan review or building permit fees.

We would like to complete the work started in Phase 1, and we hope this proposal meets with your approval. If you have any questions, please call.

Sincerely,



Robert Fern, AIA
Architect

AGREEMENT

THIS AGREEMENT, made and entered into 30th day of October 2017, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and RW Fern Associates 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 ISD 709 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 30, 2017 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.** *Provide architectural services required to obtain competitive bids and building permits for the restoration work in multiple stair towers at Denfeld High School as per proposal dated 10/16/2017.*
3. **Contract Documents.** It is understood that this Contract consists of the following:
 1. Printed Memoranda of Agreement and Title Sheet;
 2. Contractors Insurance Policy;
 3. Supplementary Conditions and Insurance Requirements; and
 4. Any other documents identified by ISD 709.
4. **Background Check.** N/A
5. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$19,800. Contractors are 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 the TIN is provided.
6. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
 - a. Payment shall be made by ISD 709 within 30 days of submission of a proper invoice by the Contractor;
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7. **Propriety of Expenses.** The fact that ISD 709 has reimbursed Contractor for any expense claimed by Contractor shall not preclude ISD 709 from questioning the propriety of any such item. ISD 709 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 ISD 709 may have to recover funds expended by Contractor for disallowed costs, or to seek other damages.

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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.

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

20. **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.

21. **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. ISD 709 shall be named an additional insured under said policy and proof of this insurance shall be provided to ISD 709. This insurance shall be in at least the amount of \$1,500,000.

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

23. **Representatives of ISD 709.** 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>
Douglas Hasler	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

24. **Protection of ISD 709.** 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.

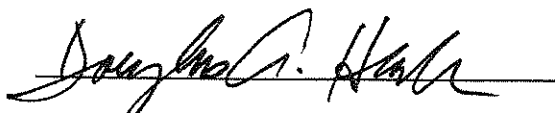
25. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be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

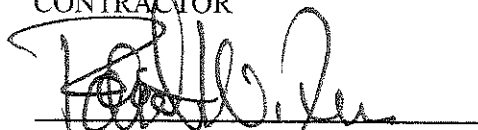
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise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

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.

INDEPENDENT SCHOOL DISTRICT NO. 709


CFO/Executive Director of Business Services

CONTRACTOR


By RW FERN ASSOCIATES

PRINCIPAL

Title

47-1893827
Taxpayer Identification Number

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Jonathan Fribley, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 8, 2017, and shall remain in effect until June 10, 2018, 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.** *Jonathan Fribley will be training all Duluth Preschool teachers and full time paraprofessionals on the Opening the World of Learning curriculum, (OWL), currently used by Duluth Preschool. The training will include strategies, scheduling, book reading, story extensions, facilitating the learning of preschoolers with 6 OWL units throughout the year. This contract is in effect until June 2018 as we may find the need for a follow-up training this school year.*

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.

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 **\$12,000**. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for 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 care of Duluth Preschool, ISD 709, Duluth Public Schools, 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: **Jonathan Fribley, Education Consulting, 423 16th Ave. N. St. Cloud MN 56303.**

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 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.

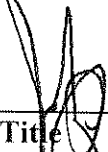
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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.

INDEPENDENT SCHOOL DISTRICT NO. 709


CONTRACTOR

~~Chair~~


Title

~~Clerk~~

CONTRACTOR
Title


Program Director

Taxpayer Identification Number


Director of Business Service

**DULUTH PUBLIC SCHOOLS/DULUTH HEAD START-YWCA EARLY CHILDHOOD
CENTER COLLABORATION AGREEMENT
2017-2018**

1. THE PURPOSE OF THE COLLABORATION

- a. To offer Head Start and Early Head Start services in a full-day, full-year child care center.
- b. To coordinate the resources, skills and expertise of Head Start and YWCA Early Childhood Center staff in order to provide Head Start and Early Head Start services for families and children aged six weeks to five years of age.

2. BRIEF DESCRIPTION OF THE COLLABORATION

This collaboration provides for full-day, full-year childcare at YWCA Early Childhood Center, provided by the YWCA Early Childhood staff. Duluth Head Start will, in cooperation with YWCA Childcare staff, provide services as specified in the Head Start Performance Standards, in the areas of Health & Nutrition, Disabilities, Mental Health, Social Services and Parent Involvement. Early Head Start services for infants and toddlers and their families will be provided from July through June of each school year and Head Start services to preschool children and families will be provided from September through the first week of June in keeping with the 9 month school calendar. Head Start will provide periodic staff training to YWCA Early Childhood staff. All regulations and performance standards of Head Start, the Minnesota Department of Human Services Rule 3 for Child Care Centers and the National Academy of Early Childhood Programs will be met and maintained.

3. PARTIES INVOLVED AND KEY COLLABORATION CONTACT PERSONS

- a. This Collaboration is between two distinct entities, the YWCA Early Childhood Center and Duluth Public Schools/Duluth Head Start.
- b. Key Contact Persons:
 - YWCA Early Childhood Center
-Early Childhood Program Director
 - Duluth Head Start
-Duluth Head Start Director

**4. HEAD START PROGRAM RESPONSIBILITIES SERVING
HEAD START ELIGIBLE FAMILIES**

A. Child Health and Developmental Services

Description:

The Duluth Head Start Health Services Coordinator and the Duluth Head Start Disabilities Coordinator will ensure that, through collaboration with families, staff and health professionals, all child health and developmental concerns are identified and children and families are linked to an ongoing source of continuous, accessible care to meet basic health needs and schedules of such will be followed as per Head Start performance standards.

Responsibility:

-Duluth Head Start
Health Coordinator
-Duluth Head Start
Disabilities
Coordinator
-Duluth Head Start

Director
-YWCA Early
Childhood Program
Director

B. Education and Early Childhood Development

Description: The Duluth Head Start Collaboration Teacher/Advocate and other Duluth Head Start staff will work with the YWCA Early Childhood staff in the areas of curriculum development and documentation, individualization and child outcomes to meet Head Start performance standards. The role of the Duluth Head Start staff in this collaboration can best be described as that of a coach; supporting, challenging, introducing new strategies and ensuring compliance with Head Start performance standards. Screening tools are the Ounce, ASQ/ASQSE, Creative Curriculum and the DIAL.

-Duluth Head Start
Education
Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

C. Child Health and Safety

Description: The Duluth Head Start Health Services Coordinator will work with the YWCA Early Childhood staff to support healthy physical development by encouraging practices that prevent illness or injury, and by promoting positive, culturally relevant health practices. And to insure compliance with Head Start performance standards for health and medical requirements.

-Duluth Head Start
Health Coordinator
-Duluth Head Start
Director
-YWCA Early
Childhood Program
Director

D. Child Nutrition

Description: The Duluth Head Start Nutrition Services Coordinator will work with the YWCA Early Childhood staff to provide for nutritional services that supplement and compliment those of the home and community, working with families to meet each child's nutritional needs and to establish good eating habits and insure compliance with Head Start performance standards. Services will include training on food safety, family style food service and sanitation as well as family assistance with nutrition.

-Duluth Head Start
Nutrition
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

E. Child Mental Health

Description: The Duluth Head Start Disabilities Coordinator will assist the YWCA Early Childhood staff and parents to secure services of mental health professionals and to develop a regular schedule of on-site mental health consultations involving mental health professionals, YWCA Early Childhood staff and parents and insure compliance with Head Start performance standards. Parents of Duluth Head Start infants, toddlers and preschoolers will be given the Ages and Stages questionnaire/Social Emotional (ASQSE) as an interview which will serve as a social /emotional screening.

-Duluth Head Start
Mental Health
Coordinator
-Duluth Head Start
Mental Health
Consultant
Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

F. Family Advocacy

Description: The Duluth Head Start Collaboration Teacher/Advocate with support from the Duluth Head Start and YWCA Early Childhood staff will initiate family goal setting and will assist families in finding community services to help them meet their needs and insure compliance with Head Start performance standards. They will work with the childcare staff to facilitate monthly parent meetings, trainings, and communication and to secure a policy council representative.

Responsibility:

-Duluth Head Start
Family Services
Coordinator
-Duluth Head Start
Director
- YWCA Early
Childhood Program
Director

YWCA EARLY CHILDHOOD CENTER RESPONSIBILITIES:

Description: YWCA Early Childhood Center will provide full-day, full-year care for Head Start and Early Head Start eligible children. The actual number of Head Start and Early Head Start enrolled children will be specified in the yearly Head Start State grant application and is variable based on enrollment requirements. During the 2017-2018 grant period, we will serve 18 children through this collaboration. The YWCA Early Childhood staff, with support from the and YWCA Early Childhood Program Director, Duluth Head Start Collaboration Teacher/Advocate, Duluth Head Start Director and Service Area Coordinators will be responsible to monitor and insure compliance with all Head Start Performance Standards and other licensing regulations that apply. The YWCA Early Childhood Program Director will directly supervise the YWCA Early Childhood staff.

5. PROGRAM DESIGN AND MANAGEMENT:

A. The Duluth Head Start Director and YWCA Early Childhood Program Director shall each be responsible for the performance of their respective staffs. All staff members will follow rules and regulations of the Head Start performance standards and the Minnesota Department of Human Services Rule 3 for Child Care Centers.

B. The Duluth Head Start Collaboration Teacher/Advocate and YWCA Early Childhood Program Director, with assistance from the Duluth Head Start program staff, are responsible for compliance with the facilities, materials and equipment Performance Standards.

C. The YWCA Early Childhood Program Director and Duluth Head Start Director will review this agreement at the start of each academic year and make any modifications necessary, as agreed upon by both parties.

6. PROGRAM COORDINATION EXPECTATIONS

- A.** Meetings between the YWCA Early Childhood Program Director YWCA Site Manager and Duluth Head Start Collaboration Teacher /Advocate will be held at least monthly to discuss collaboration concerns, issues and progress and to insure clear communication between the two parties.
- B.** The Duluth Head Start Collaboration Teacher/Advocate will meet with each YWCA teacher once each month for the purposes of supporting the Duluth Head Start and YWCA Early Childhood program goals, objectives, and philosophy and mission statements. This support includes lesson planning, individualization, assessment and best practices in early childhood education.
- C.** The Duluth Head Start Director, Service Area Coordinators and the YWCA Childcare administrative staff will meet at least quarterly for the purposes of reviewing progress, solving joint issues and concerns in support of this collaboration.
- D.** Communication between YWCA Early Childhood staff and the Duluth Head Start staff will be open and respectful. Problems and issues will be addressed in a constructive and inclusive manner. Problems may be resolved at the center level with the Duluth Head Start Collaboration Teacher/Advocate or YWCA Childhood Program Director mediating and guiding discussion. Problems not resolved at the center level should be resolved by discussing them up the chain of command. The next step would be to include either or both the Duluth Head Start Director and YWCA Early Childhood Program Director and finally the Head Start Policy Council, Governing Board and the YWCA Early Childhood Board of Directors.

7. EVALUATION AND PROGRAM IMPROVEMENTS

- A.** Annual Self-Assessment of the collaboration: The Duluth Head Start Collaboration Teacher/Advocate, with assistance from the Duluth Head Start Director and YWCA Early Childhood Program Director and their respective staffs will formally solicit feedback from staff and parents involved in the collaboration. This assessment will be conducted in January of each year and will include areas needing improvement, an improvement plan and follow-up to be shared with the Duluth Head Start, YWCA Early Childhood Center staff, Duluth Head Start Policy Council and the YWCA Board of Directors.
- B.** Annual Assessment of Partnership: The YWCA Early Childhood Program Director and the Duluth Head Start Director will each solicit feedback from their management staffs about how the partnership is functioning to the benefit of families and the Early Head Start/ Head Start and YWCA Early Childhood Center programs. Assessments and evaluations will be reviewed jointly. Additionally, the financial impact of the partnership will be reviewed.

PARTICIPATION AND ELIGIBILITY GUIDELINES

- A. Eligible families must meet Head Start income guidelines and/or the state childcare subsidy eligibility criteria for full-day child care services.
- B. Families are responsible for paying their required monthly family fee as per subsidy rules.
- C. Families will retain their Head Start eligibility as specified by Head Start regulations.
- D. Should a family lose their childcare subsidy or is soon to do so, the Duluth Head Start Teacher/ Advocate will offer assistance as needed to help the child remain in childcare and the parent to regain the subsidy. If this is not possible, the teacher/advocate will work with the parent to secure the best possible placement for the child, including possible temporary enrollment in Duluth Head Start Families in Transition services as per the availability of space.
- E. Eligible children entering YWCA Early Childhood Center may be recruited for Early Head Start and Head Start all year long and will be enrolled depending upon their eligibility and available enrollment slots within the collaboration. Family participation may range from two full days a week to five full days a week.

8. BUDGET

The following amounts have been budgeted to support this collaborative agreement. The YWCA will invoice Duluth Head Start for charges in these categories. Invoices and or reimbursement claims are expected to be submitted to Duluth Head Start on a monthly basis and should include detailed accounting of all expenditures with supporting documentation. Duluth Head Start will reimburse the YWCA Childcare Center upon receipt of invoice.

Code-1303/1305	Contracted Services	7000.
	Building Maintenance	2000.
Code-136602	Travel/Conference Fees/Trainings.	1000.
Code- 1403	Classroom Supplies	2000.
Code-1430	Food	2000.
Total-		\$14,000.

9. TERMINATION OF AGREEMENT

This agreement shall remain in force and effect unless one of the parties requests a modification or until one of the parties gives a thirty (30) day written notice of their intention to terminate the agreement.

Made and entered into this 5 day of OCTOBER 2017

Melissa Hellenud-Storie

Printed Name

YWCA Early Childhood Official

Melissahellenud-storie

Signature

YWCA Early Childhood Official

PAMELA M. REES

Printed Name

Duluth Head Start Director

Pamela M. Rees

Signature

Duluth Head Start Director

Douglas A. Hasler

Printed Name

ISD 709

Douglas A. Hasler

Signature

ISD 709



2018 Imagine 8.5x11 Contract

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Fax: (765) 471-8874

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Fax: (218) 336-8879
Email:

Contact Thompson
Ms. Tracy Packingham, Administrative Assistant
Phone: (218) 336-8875 2652
Fax: (218) 336-8879
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5300 Glenwood St
Duluth, MN 55804

Desired Delivery Date: 8-17-18
Earliest Delivery Date: 8-22-18

No deliveries prior to 5/1/2018. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is required.

Product	#Books	#Pages	Cost/Book	Base Cost
Imagine 8.5x11	95	0	\$2.09	\$198.55

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$198.55	x	0.00	\$0.00
4% Discount for contracts received by 10/20/17*	\$198.55	x	0.00	\$0.00
3% Discount for contracts received by 12/15/17*	\$198.55	x	0.00	\$0.00
2% Discount for contracts received by 3/23/18*	\$198.55	x	0.00	\$0.00
1% School District Discount	\$198.55	x	0.00	\$0.00

Cover Options *orders <250 will incur a per book enhancement fee; minimums apply

Plastic Window	Artistic designs on PolyFusion™. School name will appear if handbook is added.	\$0.45	x	95	\$42.75
Chalkboard					
Creativity 3D					
Destination					
Explore					
Flag					
Inspiration					
Liberty					
Pins					
Space 3D					
Stamps 3D					
Water					
Standard Cardstock	Durable cardstock covers in your choice of 3 stock-image designs	\$0.00	x	0	\$0.00

Enhancements *orders <250 will incur a per book enhancement fee; minimums apply

Vinyl pocket page	\$0.30	x	95	\$28.50
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.20	x	0	\$0.00

Accessories

Wall chart	\$5.00	x	0	\$0.00
This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00
Illustration Posters Set 1 (Caring, Integrity, Determination, Respect, Honesty, and Courage)	\$19.99	x	0	\$0.00
Illustration Posters Set 2 (Responsibility, Ambition, Citizenship, Perseverance, Fairness and Trust)	\$19.99	x	0	\$0.00
Photograph Posters Set 1 (Determination, Trust, Respect, Caring, Fairness, and Perseverance)	\$19.99	x	0	\$0.00
Photograph Posters Set 2 (Honesty, Citizenship, Ambition, Responsibility, Courage and Integrity)	\$19.99	x	0	\$0.00

Enhancement Fee

Orders <250 will incur a per book enhancement fee; minimums apply	\$0.25	x	95	\$23.75
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Sub-Total* \$293.56

Shipping and Handling: 12% , minimum \$25; rate applies to contiguous US/Canada only. Int'l rates may vary. \$35.23

Sales Tax: Exempt#: 8014301 \$0.00

* Net 30 (Net due within 30 days from invoice date)

* Sales tax will be added if applicable

Total (USD) \$328.78

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2018-2019.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2018-2019, 2019-2020, 2020-2021 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

10/12/17
Date

Signed (School Administrator)

CFO
Title

AGREEMENT

THIS AGREEMENT, made and entered into this second first week of November, by and between ISD 709, Duluth Public Schools, a public corporation, hereinafter called District, and Julia M Williams, 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 25, 2017, and shall remain in effect until December 15, 2017, 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.** (Provide A SEPARATE PAGE detailing a description of the programs or services to be performed by contractor, as well as the funding source for payment.)
3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2000.00. 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.
4. **Requests for Reimbursement.** Contractor shall request reimbursement on a quarterly basis, using either the District Invoice OR the contractor's official invoice. This invoice must be submitted within 10 days of the end of the period being billed for.
5. **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.
6. **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.
7. **Relationship.** It is agreed that nothing contained herein is intended to or shall be construed in any manner as creating or establishing a relationship between the parties for any purpose whatsoever. Contractor and its officers, agents, servants and employees shall not be construed as employees of the District and any and all claims which may or might arise under the Worker's Compensation Act on behalf of the Contractor's officers, agents, servants or employees shall in no way be the responsibility of the District.

8. **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 care of Duluth Public Schools. 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 230 West Sixth Street, Duluth, MN 55806.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **Insurance.** (If applicable)

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.

Duluth Public Schools

CONTRACTOR

MA
Chair

Julia M Williams
Name

MA
Clerk

Independent Contractor 9/20/17
Title Date

MA

Program Director

Taxpayer Identification Number

Joseph P. Har
Director of Budget and Finance

10/12/17

Date

Addendum to Contract for Services

Description of services

To be provided by independent contractor Julia M Williams, PhD
For ISD #709 – Meyers-Wilkins Elementary School Fall 2017

Facilitation of transition for Meyers-Wilkins site based leadership to complete:

- Collaborative identification of beliefs
- Collaborative, inclusive processes to draft site mission statement
- Collaborative, inclusive processes to create site vision statement
- Determination of vision-centered goals for continuous improvement prioritized by constituencies
- Creation of action plans to attain stated and adopted goals

Preparation and facilitation of processes to complete tasks

4 – Half-day sessions @ \$500.

\$2000.00 total

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of October, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Chang'aa Mweti, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 24, 2017, and shall remain in effect until June 6, 2018, 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.** Chang'aa Mweti will provide classroom presentations and after-school programming for Laura MacArthur, Piedmont and Myers-Wilkins Elementary.

Using the power of narratives students will be exposed to different cultural perspectives and people of different ethnicities.

Themes covered will include: Bullying, Respect, Leadership, Cultural Responsibility, Being a role model, Being in transition, Building skills toward being a middle school student.

3. **Background Check.** Not Applicable.

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 One-thousand and 0/100 dollars (\$1,000.00). 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:

Contractor will be paid in the following manner. Contractor will submit an invoice to the Office of Education Equity monthly for payment. Payment will be made in the amount of one-hundred dollars per hour (\$100.00/hour). Maximum billable time per event is equal to Student/presentation time of six hours in any given day, this contract will exclude preparation and travel time.

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 care of Office of Education Equity, ISD 709, Duluth Public Schools, 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 care of Chang'aa Mweti, 2027 Dunedin Ave, Duluth, MN 55803.

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.

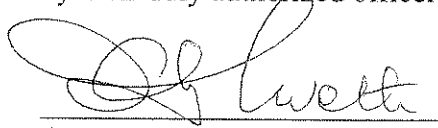
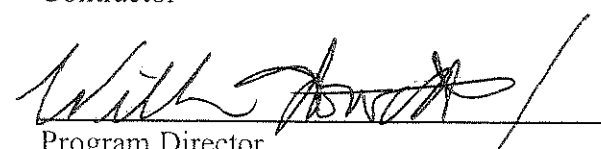
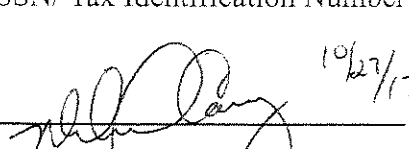
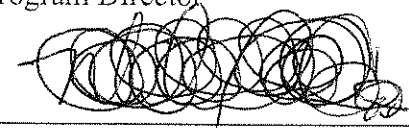

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide 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.

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.

	SSN/ Tax Identification Number	9/22/17
Contractor		Date
		10/23/17
Program Director		Date
		10/31/17
Director of Business Service / Superintendent of Schools		Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of October, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and LaVenda Vann , an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service:** This Agreement shall be deemed to be effective as of November 6th, 2017, and shall remain in effect until June 30th, 2017 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.** Diamonds & Pearls Mentoring Program is an empowerment/mentoring program provided for middle school and high school girls from Duluth Public Schools in collaboration with Neighborhood Youth Services of The Hills Youth & Family Services. The unique program utilizes a group mentoring model as an after-school program. The activities range from workshops and focus groups to social and cultural field trips. The workshops focus on five main areas: 1. Positive Self Identity and Self Esteem 2. Personal Vision and Goals 3. Social and Emotional Skills 4. Moral Character 5. Academic Success and Work Ethic. The contractor will provide sessions for students ages 13-18 as a bi-weekly after-school program (2-hour sessions). Overall goals are to increase high school graduation and college acceptance, increase career readiness, improve overall attendance, and reduce high school pregnancy and suspension rates. The framework is built around the research-based 40 developmental assets curriculum such as Empowerment, Boundaries and Expectations, Constructive Use of Time, Commitment to learning, Positive Values, Social Competencies, and Positive Identity.

3. **Background Check .**

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor at \$50.00/hour for a maximum of 4 hours/week for 16 weeks of services for performing said obligations up to a sum not to exceed \$3,200.00 (Three-thousand two-hundred and no/100 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 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: LaVenda Vann ~~309 East 6th street~~
Duluth, Mn 55805 Phone: (218) 340-6696 *320 N 79 AVE EAST*

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 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.

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 Identification Number

10/25/2017
Date

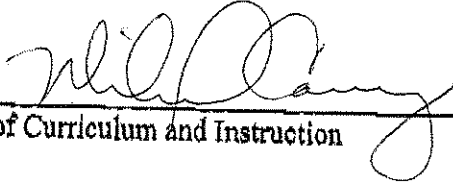
WILLIAM HOWES
Initiator - (Contact with questions)

Date



Program Director

10/25/17
Date



Director of Curriculum and Instruction

10/27/17
Date


Director of Business Service / Superintendent of Schools

10/31/17
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 2017, by and between Independent School District #709, a public corporation, hereinafter called District, and Zeitgeist Center for Arts & Community, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 29, 2017, and shall remain in effect until June 30, 2018 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Contractor will provide services at the middle and high schools during after-school activities, school class periods, and W.I.N. periods in the following areas: Recruiting *ARE* student participants, Recruiting Volunteers and Spoken Word Artists for *ARE*, Facilitating the Be Heard Poetry Slam Program, Assist *ARE* youths in developing and presenting their narratives, Working with Truartspeaks (Be Heard Poetry Slam organizers) staff on hosting Duluth Semi-Final, Design & Video Editing, Event Planning, Marketing for Slam Preliminary. *The Be Heard MN Youth Poetry Slam Series is an annual youth program that identifies six Minnesota youth poets between the ages of 13-19 to represent the state in the international Brave New Voices youth poetry slam festival. Be Heard advances literacy levels and leadership skills of participants through cohort specific writing and performance workshops, community engagement activities, and specialized training for participants.
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.
4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for the performance services listed above at a rate of \$25.00/hour up to a sum not to exceed \$5,000.00 (five thousand and no/100 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 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: AH Zeppa Family Foundation DBA Zeitgeist Center for Arts & Community 222 E Superior St, STE 326 Duluth, MN 55802
Contact: Brooke Wetmore, (218) 336-1361

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.

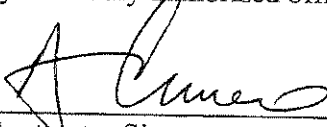
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

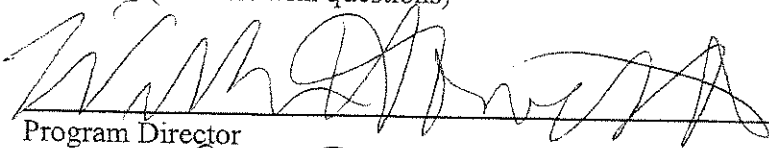
Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

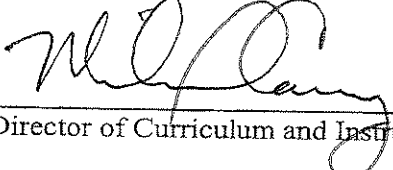
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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


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 20-6424699 SSN/ Tax Identification Number 10/1/17 Date

William Howes
Initiator - (Contact with questions) 9/21/17 Date


Program Director 10/3/17 Date


Director of Curriculum and Instruction 10/6/17 Date


Director of Business Service / Superintendent of Schools 10/9/17 Date



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 28, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Concordia Community Arts Playcare** hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3 hours (180 minutes) Monday/Wednesday and , 6 hours (360 minutes) on Friday, and up to 93 days.
 2. The AGENCY shall perform these services at: **2501 Woodland Avenue Duluth, MN 55803.**
 3. The approximate date the service will begin is, **September 11, 2017** and shall not extend beyond **May 18, 2018**; the contract not to exceed a total of **93 Days** (3 Days per Week) and a total cost up to **\$2,385.** (\$265.00 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. 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) on the 15th of each month for the preceding month.**
-

ISD
709
6 Duluth
Public Schools

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas A. Hall
C.F.O. Executive Director of Business Services

Date 10/5/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jason Crane* 10/2/17



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 28, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 7.5 hours (450 minutes) per day, 3 day per week, and up to 99 days.
 2. The AGENCY shall perform these services at: **2310 E. 4th St. Duluth, MN 55812.**
 3. The approximate date the service will begin is, **September 19, 2017** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **99 Days** (3 Days per Week) and a total cost up to **\$3,330.** (\$370.00 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. 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) on the 15th of each month for the preceding month.
-

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6 **Duluth**
Public Schools

Page 2 - Contract for Purchase of Special Education Services

6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas A. Hawk
C.F.O. Executive Director of Business Services

Date 10/5/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Janet Crane* 10/2/17
Director



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **October 19, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Congdon Creek Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3 hours (180 minutes) per day, 2 day per week, and up to 21 days.
 2. The AGENCY shall perform these services at: **2310 E. 4th St. Duluth, MN 55812.**
 3. The approximate date the service will begin is, **September 5, 2017** and shall not extend beyond **November 18, 2017**; the contract not to exceed a total of **21 Days** (2 Days per Week) and a total cost up to **\$450.** (\$150.00 per month).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: Upon receipt of monthly/quarterly billing statement
 5. 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) on the 15th of each month for the preceding month.
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7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

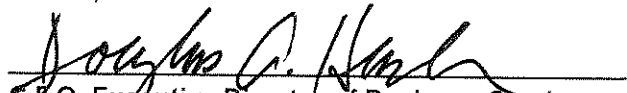
Name of Agency

By _____
Authorized Agent

Date


INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota


C.F.O. Executive Director of Business Services

Date 10/23/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By  10/19/17
Director



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 28, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3.5 hours (210 minutes) per day, 3 day per week, and up to 93 days.
 2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
 3. The approximate date the service will begin is, **September 19, 2017** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **93 Days** (3 Days per Week) and a total cost up to **\$1,674.** (\$18.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. 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) on the 15th of each month for the preceding month.**
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6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By _____
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas A. Hark
C.F.O. Executive Director of Business Services

Date 10/5/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jason Crane* 10/2/17
Director



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **October 11, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 4.5 hours (270 minutes) per day, 3 day per week, and up to 53 days.
 2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
 3. The approximate date the service will begin is, **September 18, 2017** and shall not extend beyond **February 1, 2018**; the contract not to exceed a total of **53 Days** (3 Days per Week) and a total cost up to **\$979.** (\$18.00 per day + \$25 enrollment fee).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. 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) on the 15th of each month for the preceding month.**
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Public Schools

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6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By _____

Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota


C.F.O. Executive Director of Business Services

Date 10/12/17

Special Services Department

215 N. 1st Ave. East

Duluth, MN 55802

By  10/11/17

Director



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **September 28, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **Endion Square Preschool** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3.5 hours (210 minutes) per day, 3 day per week, and up to 94 days.
 2. The AGENCY shall perform these services at: **1823 E. Superior St. Duluth, MN 55812.**
 3. The approximate date the service will begin is, **September 19, 2017** and shall not extend beyond **May 31, 2018**; the contract not to exceed a total of **94 Days** (3 Days per Week) and a total cost up to **\$1,717.** (\$18.00 per day + \$25.00 enrollment fee).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. 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) on the 15th of each month for the preceding month.**
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7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas C. Har
C.F.O. Executive Director of Business Services

Date 10/31/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jane Cronin* 10/31/17
Director



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **October 31, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - College St.** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3 hours (180 minutes) per day, 3 day per week, every other week, and up to 16 days.
 2. The AGENCY shall perform these services at: **835 W. College St. Duluth, MN 55811.**
 3. The approximate date the service will begin is, **October 23, 2017** and shall not extend beyond **January 4, 2018**; the contract not to exceed a total of **16 Days** (3 Days per Week, every other week) and a total cost up to **\$592.00.** (\$37.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. 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) on the 15th of each month for the preceding month.**
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6. Either party may terminate this agreement as follows: Thirty (30) days written notice, or upon mutual agreement.

7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas A. Har
C.F.O. Executive Director of Business Services

Date 10/31/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jason Crane* 10/31/17



Special Services Department
Independent School District #709
215 N. 1st Ave. E.
Duluth, MN 55802

CONTRACT FOR PRE-SCHOOL PLACEMENT

This contract, entered into this day **October 19, 2017** by and between Independent School District # 709, Duluth MN (hereafter referred to as the SCHOOL DISTRICT) and **University Nursery School - College St.** (hereafter referred to as the AGENCY) witnesses that:

WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ individual Education Plan (IEP).

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

NOW THEREFORE, the parties agree as follows:

1. The AGENCY shall provide the following services:
Preschool programming for 3 hours (180 minutes) per day, 3 day per week, and up to 24 days.
 2. The AGENCY shall perform these services at: **835 W. College St. Duluth, MN 55811.**
 3. The approximate date the service will begin is, **October 23, 2017** and shall not extend beyond **December 19, 2017**; the contract not to exceed a total of **24 Days** (3 Days per Week) and a total cost up to **\$888.00.** (\$37.00 per day).
 4. The SCHOOL DISTRICT shall make payments for the services to the AGENCY as follows: **Upon receipt of monthly/quarterly billing statement**
 5. 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) on the 15th of each month for the preceding month.
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7. Both parties agree to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.

SIGNED:

Name of Agency

By
Authorized Agent

Date

INDEPENDENT SCHOOL DISTRICT #709

Duluth, Minnesota

Douglas C. Hark
C.F.O. Executive Director of Business Services

Date 10/23/17

Special Services Department
215 N. 1st Ave. East
Duluth, MN 55802

By *Jon Crane* 10/19/17
Director



Spectrum Enterprise Service Agreement

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Fiberlink CC VIII, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder, ("Spectrum") with a corporate office at 12405 Powerscourt Drive, St. Louis, Missouri 63131 and Duluth Public Schools, ("Customer") with offices located at 4849 Ivanhoe St, Duluth, MN 55804.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Spectrum is to provide Customer with Spectrum's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. **This Agreement and each Service Order will be effective only after both parties have signed each document.**

SERVICE ORDER

Under the Data Networking Service Agreement

CUSTOMER INFORMATION:

Account Name: Duluth Public Schools
Invoicing Address: 215 North 1st Avenue East
Invoicing Special Instructions: Accounts Payable

SITE-SPECIFIC INFORMATION:

Order Type: Transfer/Move
Service Location (Address): 4849 Ivanhoe St, Duluth, MN 55804
Service Location Name (for purposes of identification): _____
Service Location Special Instructions: _____

Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name	Bart Smith	Bart Smith	Bart Smith
Phone	218-336-8754	218-336-8754	218-336-8754
Cell	218-461-0092	218-461-0092	218-461-0092
Email Address	bart.smith@isd709.org	bart.smith@isd709.org	bart.smith@isd709.org

MONTHLY RECURRING CHARGES:

Data Services:

*Spectrum Business Bundle: No Bundle **

<u>Base Service</u>	Network Miles: Regional	Class of Service: Standard CoS	\$ 650.00
MEF Service Types (if applicable): EPL			
Speed:	1 Gbps	(Down/Up)	
CPE:			

** If Customer has selected the Spectrum Special Offers, the Section 11(b) of the Commercial Terms of Service (for Bundled Pricing) shall apply.*

ONE-TIME CHARGES:

ONE-TIME CHARGES \$ 11,200.00

2. TOTAL FEES.

Total Monthly Recurring Charges of \$650.00 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 9 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Spectrum may then apply Spectrum's then-current Monthly Recurring Charges unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
5. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Spectrum shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and Spectrum shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
6. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Spectrum may rely on such copy of the Agreement and Service Order as if it were the original.

7. **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 Spectrum 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 Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum 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, Spectrum 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.

NOW THEREFORE, Spectrum and Customer agree to the terms and conditions included within this Service Agreement, including the Commercial Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Duluth Public Schools	Charter Fiberlink CC VIII, LLC By: Charter Communications, Inc., Its Manager
Signature: <i>Douglas A. Hasler</i>	Signature:
Name: Douglas A. Hasler	Name:
Title: CFO, Executive Director, Business Services	Title:
Date: Oct 23, 2017	Date:

Spectrum Business Account Executive:

Name: Chris Crawford

COMMERCIAL TERMS OF SERVICE

These Commercial Terms of Service, including all Attachments, Service Orders and other documents identified hereunder, each of which are incorporated herein by reference (collectively, the "Service Agreement" or "Master Agreement") by and between Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") (collectively, the "Parties" or each individually a "Party") for the services specified (the "Services") in each respective service order (each a "Service Order"). The Attachments to these Commercial Terms of Service ("Attachments") further describe Spectrum's Services.

Customer should consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of and remains in compliance with the Service Agreement, including all incorporated documents governing the services provided to the Customer ("Service" or "Services") by Spectrum. Customer's continued use of the Services shall be deemed acknowledgment that Customer has read and agreed to the provisions set forth in this Service Agreement.

Customer understands and agrees that certain Services may not be available in all Spectrum service areas and that upon entering into a Service Order with Customer, Spectrum, at its discretion, may utilize one or more third parties to deliver the Services (the latter, "Third Party Services"). The Third Party Services may be subject to additional terms and conditions.

GENERAL

- 1. SERVICE AGREEMENT TERM.** This Service Agreement shall be effective upon the latest date of the signatures required hereto. This Service Agreement shall terminate upon the lawful termination of the final existing Service Order entered into under this Service Agreement.
- 2. SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum which may include orders placed via telephone, online or paper. Upon Spectrum's acceptance of a service order(s), as indicated either by Spectrum's written acceptance or by Spectrum's delivery of the Services, such service order(s) shall be deemed an "Order" (or Service Order) hereunder and shall be deemed incorporated into this Service Agreement.
- 3. ORDER TERM.** "Order Term" (or "Service Period") is the time period starting on the date the Services are functional in all material respects and available for use (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).

Unless otherwise set forth in an accepted Service Order, the initial (or minimum) term for Service is one (1) month from the Turn-up Date and the minimum charge is the established MRC (defined below) for one (1) month.

Upon expiration of the initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms, unless either Spectrum or Customer elects to not renew the Order Term by written notice provided to the other at least 30 days in advance of the expiration of the then-current Order Term.

- 4. SERVICE LOCATION.** Spectrum shall provide the Services to Customer at the Service address ("Service Location").
- 5. AVAILABILITY OF FACILITIES.** Services and associated products, facilities, equipment, features and functions will be available in accordance with the Service Agreement, where technically and operationally feasible. Spectrum's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment and to provide for the installation of those facilities required incident to the furnishing and maintenance of that Service.

Spectrum may limit communications, refuse to provide Services or discontinue Services when necessary because of (i) the lack of transmission medium, transmission capacity or any other facilities or equipment, (ii) the lack of available services from or interconnection with the services or facilities of other providers, (iii) any cause beyond Spectrum's

control, (iv) any order, law, rule, regulation or ordinance that in any way restricts the provision or operation of the Services or iv) in the event of any prohibited use, as described herein or in any Attachment.

6. SERVICE LOCATION ACCESS AND INSTALLATION.

- (a) Access. Spectrum will require reasonable access to each Service Location as necessary for Spectrum to review, install, inspect, maintain or repair any Spectrum-provided equipment ("Equipment") necessary to provide the Services.
- (b) If Customer owns or controls the Service Location(s), Customer grants Spectrum permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum's obligations with respect to such Service Location shall terminate and be considered null and void. Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer or End User equipment, unless otherwise set forth in an Attachment or agreed in writing between the Parties.
- (c) Installation Review. Spectrum may perform an installation review of each Service Location prior to installation of the Services. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.

If Spectrum determines that safe installation and/or activation of one or more of the Services will have negative consequences to Spectrum's personnel or communications network ("Network") or otherwise cause technical difficulties to Spectrum or its customers, Spectrum may terminate the respective Service(s) effective upon written notice to Customer or may require Customer to correct the situation before proceeding with installation or activation of the Services.

- (d) Subsequent Interference. If during the initial or any renewal Order Term, (i) proper operation of Equipment or provision of a Service is no longer unhindered or possible as a result of interference or obstruction due to any cause other than Spectrum or (ii) such interference/obstruction or its cause may endanger, hinder, harm or injure Spectrum's personnel, Equipment, or Network and/or cause technical difficulties to Spectrum or its customers, Spectrum may terminate the affected Service Order(s) without liability upon written notice to Customer.
- (e) Site Preparation. Customer shall be responsible for necessary preparations at its location(s) for delivery and installation of Equipment and the installation and ongoing provision of Services, including the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment or Services. Upon request, Customer shall provide any available electrical, utility service, and/or general physical network diagrams or maps prior to installation or maintenance work to be undertaken by Spectrum.

Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services ("End User") shall be borne solely by Customer.

- (f) Installation. Spectrum will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any one time charges ("OTC"). If Customer does not agree to pay such OTC by executing a revised Service Order within five business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. OTC may include construction costs, additional Service installation charge(s), repair, replacement, and/or any other nonrecurring costs or charges.

Customer shall connect Customer's computer or network to applicable Equipment to enable access to the Services.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship.

At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional OTC based on Spectrum's actually incurred labor, material or other costs for such non-routine installation or maintenance.

If the installation and maintenance of Service are requested at locations which are or may become, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or the public or property, Spectrum may refuse to install and maintain such Service, and, if such Service is furnished, may require the Customer to install and maintain such Services. In the event of such hazardous or dangerous conditions, Customer shall defend, indemnify, and hold

Spectrum harmless from any claims, loss, damage, or other liability arising from the installation or maintenance of such Service.

Spectrum shall use reasonable efforts to make Services available by the estimated service date set forth in the Service Order. Spectrum shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond Spectrum's control.

Examples of delays of installation include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by Spectrum's vendor(s), and any delays due to any other provider(s) where Spectrum is relying upon such provider(s) to meet such estimated due date which is beyond Spectrum's control.

In the event that Spectrum is unable to install the Service in accordance with the agreed upon schedule as a result of

- (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment or software at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a OTC at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional OTC for each subsequent trip necessary to perform the Service installation.
- (g) Ongoing Visits. Spectrum will need periodic access for inspection, operation and maintenance of the Network. Except in emergency situations, Spectrum will obtain approval from Customer (not to be unreasonably withheld or delayed) before entering the Service Location. At Spectrum's request, Customer, or a representative designated by Customer, will accompany Spectrum's employees or agents into any unoccupied unit for any purpose relating to the Equipment.

7. EQUIPMENT AND MATERIALS.

- (a) Responsibilities and Safeguards. Except as otherwise provided in this Service Agreement or any Service Order(s), neither Party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment or materials owned by the other Party; provided, however, that subject to the indemnification limitations set forth in this Service Agreement, each Party shall be responsible to the other for any physical damage or harm such Party causes to the other Party's personal or real property through the negligence or willful misconduct of such damage causing Party. Customer shall:
 - i. Safeguard Equipment against others;
 - ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
 - iii. Not hire nor permit anyone other than personnel authorized by Spectrum, acting in their official capacity, to perform any work on Equipment; and
 - iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Spectrum.

Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, Termination of this Service Agreement and/or legal action, and Spectrum shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Service Agreement, in addition to reasonable collection costs including reasonable attorney fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed at the Service Location which interferes with the Services, Spectrum shall not be obligated to distribute a signal to the Service Location better than the highest quality which can be furnished without additional cost to Spectrum as a result of such interference, until such time as the interference is eliminated.

Customer shall be solely responsible for securing and maintaining any and all Customer equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs") and Trunk Equipment (as defined in Attachment B), where applicable.

- (b) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service and/or Equipment. Spectrum may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.
- (c) Customer shall ensure that all Equipment at Customer's and End Users' Service Locations (i) remains free and clear of all liens and encumbrances, (ii) is not modified or altered by any person or entity other than Spectrum, (iii) is not subject

to accident, misuse, abnormal wear and tear, neglect, or mistreatment, (iv) is not damaged in connection with any equipment or software with which the Equipment is used and not supplied by Spectrum, (v) is not damaged by liquids, and (vi) is not used with any software not supplied by Spectrum for use with such Equipment.

- (d) **Ownership.** Notwithstanding any other provision contained in this Service Agreement to the contrary, all Equipment and materials installed or provided by Spectrum are and shall always remain the property of Spectrum, shall not become a fixture to the Service Location, and must be returned to Spectrum at any time Services are disconnected in the condition in which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment. Customer shall not obtain or acquire title to, interest or right (including intellectual property rights) in the Service or Equipment other than to the limited extent of use rights expressly granted under this Service Agreement.

Customer is solely responsible for securing any Customer-owned or provided CPE (i.e., any customer premises equipment including without limitation PBXs), and shall be solely responsible for any charges associated with such CPE or Third Party Services (including those associated with PBXs, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management or (ii) involves fraudulent activity).

- (e) **Equipment Return, Retrieval, Repair and Replacement.** Immediately upon termination of this Service Agreement and/or Service Order(s) ("**Termination**"), at the discretion of Spectrum, Customer shall return or allow Spectrum to retrieve the Equipment. Failure of Customer to return or allow Spectrum to retrieve the Equipment within 10 days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of such Equipment, including reasonable attorney fees.

8. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges/fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement.

- (a) **Charges.** Monthly recurring charges ("MRCs") specific to the Service(s) provided by Spectrum and Third Party Services and charges for non-use-based Services, are due prior to the month the Service is delivered. Customer may be charged an OTC for construction, Service installation charge(s), repair, replacement, and/or any other nonrecurring costs or charges.

Usage-based charges will be invoiced typically within one-month of delivery of the respective use-based Service (e.g., pay-per view charges). Certain MRCs are subject to increases attributable to programming, license, copyright, retransmission and/or other similar costs imposed upon Spectrum. Spectrum shall provide at least 30 days prior notice to Customer of any increase in the MRCs.

Spectrum will not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit.

- (b) **Taxes, Surcharges, and Fees.** MRCs and OTCs do not include taxes, fees or surcharges that Customer must pay, including but not limited to applicable sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Service Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption document within 15 days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least 30 days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse Spectrum for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund ("USF") charges, etc.).

Furthermore, Spectrum shall have the right to recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer.

To the extent that a dispute arises under this Service Agreement as to which Party to this Service Agreement is liable for fees or taxes based on such Party's net income, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income.

Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due from Spectrum and/or its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes and surcharges.

- (c) Change Requests. Any charges associated with Service and Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within 5 business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).
- (d) Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to a Service Location for inspection, correction or repair, Spectrum may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary.

If Spectrum responds to a service call initiated by Customer, and Spectrum reasonably determines that the cause of such service call is not due to a problem arising from Spectrum's Network, but rather is due to Customer-provided or Customer-owned equipment or facilities, or a third party not under Charter's control or direction, Customer must compensate Spectrum for the service call at Spectrum's then-prevailing commercial rates.

- 9. Invoicing Disputes. Customer must provide written notice to Spectrum of any disputed charges within 90 days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Customer shall not be entitled to dispute service charges nor request credits more than 90 days from the payment date on invoice for such Service.
 - (a) Late Fees. Undisputed amounts not paid within 30 days of the invoice date shall be past due and subject to a late fee of 1.5% per month or the maximum amount permitted by law.
 - (b) Non-payment. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services.
 - (c) Collection Fees. Spectrum may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.
- 10. Customer shall also be responsible for all costs of collection of overdue amounts incurred by Spectrum (including reasonable attorneys' fees).
- 11. If Spectrum fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such charges when invoiced in accordance with these payment terms.
 - (a) Spectrum shall have the right to verify Customer's credit standing at any time. Additionally, Spectrum may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices on presentation. Spectrum may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to Spectrum, for past due amounts.
 - (b) Bundled Pricing. If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("Bundle"), then the following conditions shall apply:

- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
 - ii. Upon discontinuation or termination by Customer of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.
- 12. ADMINISTRATIVE WEB SITE.** Spectrum may, at its sole option, make one or more administrative web sites available to Customer in connection with Customer's use of the Services (each an "Administrative Web Site"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Spectrum if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site, and Spectrum shall only be entitled to rely on all Customer uses of and submission to the Administrative Web Site as authorized by Customer. Spectrum shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Additional terms and policies may apply to Customer's use of the Administrative Web Site. These terms and policies will be posted on the site.
- 13. NO THIRD PARTY HARDWARE OR SOFTWARE SUPPORT.** Customer is responsible for the installation, repair and use of Customer-supplied third party hardware and/or software, including without limitation any necessary for the use of third party services. Spectrum does not support third party hardware or software used in conjunction with third party services or supplied by Customer. Any questions concerning third party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, or any Customer-supplied hardware or software with the Services. If such third party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Spectrum has no responsibility to resolve the difficulties caused by such third party equipment or software. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third party equipment or software, such efforts shall be performed at Spectrum's discretion and at then-current commercial rates and terms.
- 14. CUSTOMER USE**
 - (a) **NO RESELLING:** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior written consent of Spectrum.
 - (b) **NO ILLEGAL PURPOSE/UNAUTHORIZED ACCESS** Customer shall not use or permit third parties to use the Service(s), including the Equipment and software provided by Spectrum, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.
 - (c) **NO INTERFERENCE.** Customer shall not interfere with other customers' use of Equipment or Services or disrupt the Spectrum Network, backbone, nodes or other Services. Violation of any part of this Section is grounds for immediate Termination of this Service Agreement and/or all Service Orders in addition to any other rights or remedies Spectrum may have.
 - (d) **APPLICABLE LAWS.** With respect to Customer's use of the Service (including the transmission or use of any content via the Service), Customer shall comply with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.
 - (e) **ACCEPTABLE USE.** Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Master Agreement.
- 15. GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Spectrum (a) that Customer has the authority to execute, deliver and carry out the terms of this Service Agreement and associated Service Orders and (b) that its End Users and any person who accesses any Services through Customer's equipment at the Service Location, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Service Agreement. Customer is responsible for ensuring its End Users comply with the terms of this Service Agreement. Customer shall be responsible for all access to and use of the Service by means of

Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service.

As between the parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (b) all content that is viewed, stored or transmitted via the Service, as applicable, and (c) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum from time to time.

16. PERFORMANCE. Spectrum will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer 24 hours per day, seven days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement, and Customer will not hold Spectrum at fault for loss of Customer revenue or lost employee productivity due to Service outages.

17. MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS. Spectrum has the right, but not the obligation, to upgrade, modify and enhance the Spectrum network (including Equipment and related firmware) and the Service and take any action that Spectrum deems appropriate to protect and/or improve the Service and its facilities.

Spectrum shall have the right, but not the obligation, to monitor and record oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance.

18. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION. No express or implied waiver by Spectrum of any event of noncompliance shall in any way be a waiver of any further subsequent event of noncompliance. Nothing herein, including termination of this Service Agreement or any Service Order(s), shall relieve Customer of its obligation to pay Spectrum all amounts due.

(a) Default by Customer. Customer shall be in default under this Service Agreement if Customer does one or more of the following things (each individually to be considered a separate event of default) and Customer fails to correct each such noncompliance within 30 days of receipt of written notice ("Default"):

- i. Customer is more than 30 days past due with respect to any payment required hereunder;
- ii. Customer otherwise has failed to comply with the terms of this Service Agreement.

(b) Termination for Convenience. Notwithstanding any other term or provision in this Service Agreement, Customer shall have the right to terminate a Service Order, or this Service Agreement in whole or part, at any time upon thirty (30) days prior written notice to Spectrum, and subject to payment of all outstanding amounts due, any applicable Termination Charges, and the return of any Spectrum Equipment. In the event Customer cancels a Service Order prior to Spectrum actually delivering Services, and in the event that Spectrum incurs construction or installation costs or charges prior to such cancellation, then Customer shall reimburse Spectrum for such charges actually incurred.

(c) Spectrum's Right to Suspend, Terminate and apply a Termination Charge. If Customer is in Default, Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to:

- i. Immediately suspend Services to Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement (e.g., the MRCs) as if such suspension of Services had not taken place;
- ii. Terminate the Services, this Service Agreement or the applicable Service Order(s).

If Termination is due to Customer's Default or is elected/done by Customer for convenience, Customer must pay Spectrum a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to 100% of the unpaid balance of the MRCs that would have been due throughout the applicable Service Period plus 100% of (1) the outstanding balance of any and all OTCs plus (2) any and all previously waived OTCs.

iii. The provisions of sections 8-11, 14, 20-21, 23-26 and the Attachments shall survive the termination or expiration of the Service Agreement.

(d) Default by Spectrum. Spectrum shall be in default under this Service Agreement if Spectrum fails to comply with the terms of this Service Agreement and/or any or all of the applicable Service Order(s), and Spectrum fails to remedy each

such noncompliance or occurrence within 30 days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance ("Spectrum Default").

(e) Customer's Right to Terminate and Termination Charge.

- i. In the event Customer wishes to terminate a Service without cause, Customer shall be liable for the same Termination Charges as described in Section 18(b) above.
- ii. Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of Spectrum Default is limited to Services provided under the applicable Service Order(s), or to terminate this Service Agreement, if the underlying event of such Spectrum Default is not so limited.
- iii. If Termination is due to a Spectrum Default, Spectrum shall reimburse Customer for any pre-paid, unused MRCs attributable to such terminated Service Order(s). In addition, if Termination is due to Spectrum Default within one year of the applicable Turn-Up Date, Spectrum shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any OTC that has already been paid by Customer to Spectrum relative to Service at the sites covered by the terminated Service Order. This Termination Charge shall be equal to the product of a) the number of months (including partial months) remaining in the initial 12 months of the initial Service Period at the time of Termination times b) a ratio in which the numerator is the total of OTCs paid to date and the denominator is 12.

19. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

DISCLAIMER OF WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK.

(a) SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, EQUIPMENT AND ANY RELATED MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME.

EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE.

IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S CPE (WHETHER COMPUTER SYSTEM OR OTHER EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC.

IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES

OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

- (b) Limited Warranty. At all times during the Service Period, Spectrum warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to Customer.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL RELIANCE OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OR INDEMNIFICATION OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE IN THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

Any warranty claim by Customer must be made within 90 days after the applicable Services have been performed. Spectrum's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (c) Content. Any content that Customer may access or transmit through any Service is provided by independent content providers, over which Spectrum does not exercise and disclaims any control. Spectrum neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Spectrum specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Spectrum assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.
- (d) Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by Spectrum at its sole risk. Spectrum does not manufacture the Equipment, and the Services and Equipment are provided on an "as is, with all faults basis" without warranties of any kind. Spectrum assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Spectrum does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.
- (e) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate Termination of Customer's Service by Spectrum without liability for Spectrum. Spectrum is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall defend, hold harmless, and indemnify the Spectrum Indemnified Parties (defined hereafter) from and against any claims, losses, or damages arising from such use. Spectrum is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.
- (f) Force Majeure Event. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or

ordinance in any way restricting the operation of the Services. Changes in economic, business or competitive conditions shall not be considered a Force Majeure Event.

20. INDEMNIFICATION. In addition to its specific indemnification responsibilities set forth elsewhere in this Service Agreement and as permissible under applicable law, Customer at its own expense, shall indemnify, defend and hold harmless Spectrum and its parents, directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Spectrum Indemnified Parties, including reasonable attorney fees and court costs incurred by Spectrum Indemnified Parties under this Service Agreement, to the full extent that such arise from:

- (a) Customer's misrepresentation with regard to or noncompliance with the terms of this Service Agreement and any or all Service Orders,
- (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance,
- (c) Customer's negligence or willful misconduct, and/or
- (d) any fees, fines or penalties incurred by Spectrum as a result of Customer's violation of the 10% Rule as set forth in any Attachment(s).

Spectrum Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer shall cooperate with Spectrum Indemnified Parties in such case.

21. TITLE. Title to the Equipment shall remain with Spectrum during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's Service Period for a specific site, Spectrum shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Spectrum shall have the right to remove the Equipment and all components within 60 days after such termination.

22. COMPLIANCE WITH LAWS. Customer shall not use or permit its End Users or other third parties to use the Services in any manner that violates applicable law or causes Spectrum to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

23. ARBITRATION. EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT, INCLUDING WITHOUT LIMITATION THE ARBITRABILITY OF THE CONTROVERSY OR CLAIM, SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS SERVICE AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS SERVICE AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

24. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

- (a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers. Customer shall acquire no interest in the Spectrum Materials by virtue of the payments provided for herein other than the limited non-exclusive and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum. Customer shall not open, alter, misuse, tamper with or remove the Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.

(b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the content of this Service Agreement that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the contents of this service Agreement and any service Order(s).

(c) Software. If software is provided to Customer hereunder ("Software"), Spectrum grants Customer a limited, non-exclusive and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Service for Customer's internal business purposes during the Term. Customer agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software related to the Services.

25. PRIVACY. Spectrum treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at www.business.spectrum.com. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

26. NOTICES. Any notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Spectrum:
Charter Communications
ATTN: Commercial Contracts Management
Dept: Corporate - Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address. Each Party may change its respective address(es) for legal notice by providing notice to the other Party.

27. MISCELLANEOUS.

(a) Entire Agreement; Signatures. This Service Agreement including without limitation all Attachments, incorporated documents and any related, executed Service Order(s) constitute the entire agreement and understanding between the Parties with respect to the Services, Network and Equipment. This Service Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature.

(b) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Attachment or Order are inconsistent with the terms of this Service Agreement, the terms of this Service Agreement shall control.

(c) No Amendments, Supplements or Changes. Except for pricing terms as set forth in this Service Agreement, this Service Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both Parties' prior written consent.

- (d) No Assignment or Transfer. The Parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other Party, which consent shall not be unreasonably withheld; provided, however, that without Customer's consent, Spectrum may assign this Service Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s).
- (e) Severability. If any term, covenant, condition or portion of this Service Agreement or any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Service Agreement or any related, executed Service Order(s) shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (f) Governing Law. The law of the state in which the Services are provided (excluding its conflicts of law provisions) shall govern the construction, interpretation, and performance of this Service Agreement, (A) except to the extent superseded by federal law or (B) in the event the Services are provided in multiple states, the law of the State of New York shall govern. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (g) Joint Preparation. Both parties had the opportunity to review and participate in the negotiation of the terms of this Service Agreement and the Service Order(s) and, accordingly, no court construing this Service Agreement and any Service Order(s) shall construe it more stringently against one Party than against the other.
- (h) No Third Party Beneficiaries. The terms of this Service Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party hereunder only runs to the respective parties hereto, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the parties hereto.
- (i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- (j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies

Attachment A
Spectrum Cable TV Service
("Cable TV Service")

Cable TV Service: These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Cable TV Service. Continued use or reception of the Cable TV Services is subject to this Service Agreement. Cable TV Service includes basic, expanded basic/cable programming services, and digital cable services. Music Choice® shall also be considered a part of the Cable TV Service.

1. Music Rights Fees. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
2. Premium and Pay-Per-View. Customer may not: (i) exhibit any premium Services such as HBO or Showtime in any public or common area; (ii) order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment; or (iii) exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.
3. HD Formatted Programming. If Customer has selected High Definition ("HD") formatted programming, Customer is responsible for provision, installation and maintenance of the receiving equipment and/or facilities necessary for its reception and display. Any failure of Customer to fulfill the foregoing obligation shall not relieve Customer of its obligation to pay the applicable MRCs or OTCs for HD formatted programming. In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, Spectrum shall provide such Equipment, and Customer shall pay for such Equipment at the same rate charged by Spectrum to commercial customers in the service area in which Customer's property receiving the Cable TV Service is located.
4. Provision of Service. Without notice, Spectrum may preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, line-up applicable to, and/or distribution of its Cable TV Services.
5. Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Cable TV Services (or any part thereof); or (ii) transmit the Cable TV Services by any television or radio broadcast or by any other means or use the Cable TV Services outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. With respect to the music programming comprising a portion of the Cable TV Services, Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the Cable TV Services are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Cable TV Services; or (iii) insert any commercial announcements into the Cable TV Services or interrupt any performance of the Cable TV Services for the making of any commercial announcements.
6. Audit. Customer shall permit Spectrum to conduct audits at periodic intervals as needed to ascertain, among other things, the number of television sets receiving the Cable TV Service. In the event that any Spectrum audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights under the Service Agreement and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Services Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage.
7. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Cable TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum.
8. Charges. Without limiting the terms set forth elsewhere in the Service Agreement, the MRCs set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees or public access fees. Without limiting the terms set forth elsewhere in the Services Agreement, the MRCs for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B
Spectrum Phone Service and PRI/SIP Trunk Service
(collectively, "Voice Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Voice Service. Continued use or reception of the Voice Service(s) is subject to the Service Agreement. Voice Service includes Spectrum Phone Service and PRI/SIP Trunk Service.

Spectrum Voice Service is additionally governed by the terms and conditions contained in any applicable Service, Price and Terms Guide and any applicable tariff. The Spectrum Voice Service Tariff(s) and Service, Price and Terms Guide are located at Spectrum's website, <http://www.charter.com/Visitors/Policies.aspx?Policy=9> (or any successor URL). In the event of a conflict between any applicable Spectrum Voice Service Tariff(s) or Service, Price and Terms Guide and this Service Agreement, the Tariff and/or Guide shall control.

Customer's continuous use of Spectrum Voice Service(s) after Spectrum's implementation of any change(s) to such Tariff(s) and/or Guide, or Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate the Spectrum Voice Service in the event Customer objects to any material change to the applicable Tariff(s) and/or Guide that adversely affects Customer's rights under this Service Agreement by providing Spectrum with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges and any applicable early termination charges.

Spectrum Phone Service: If Customer selects to receive Spectrum Phone Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order.

Spectrum SIP Trunk Service: If Customer selects to receive the Spectrum SIP Trunk Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other equipment, facilities and/or services ("Customer-provided equipment" or "CPE"), and a variety of features, as described more fully in the applicable Service Order.

Spectrum PRI Service: If Customer selects to receive Spectrum PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other CPE, and a variety of features, as described more fully in the applicable Service Order.

As a Spectrum SIP Trunk Service or Spectrum PRI Service customer,** Customer will receive:

Failover routing for business continuity: automatically reroutes all incoming calls to a pre-determined phone number in the event of a service outage, PBX outage, or power outage affecting inbound call processing.

In addition, as a Spectrum SIP Trunk Service or Spectrum PRI Service customer,** Customer may select to receive the following Service options, if available at Customer's Service Location:

Call overflow for business continuity: automatically reroutes all inbound calls to a pre-determined phone number when all channels are in use.

Custom Caller ID for Trunks: permits Customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes.

Customer's use of the Voice Service is subject to the following additional terms and conditions:

1. 911 Services:
 - a. Customer acknowledges that the voice-enabled cable modem used to provide Spectrum Phone Service and the Integrated Access Device ("IAD") used to provide Spectrum PRI Service or Spectrum SIP Trunk Service are electrically powered and that Voice Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a Spectrum network service

interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a Spectrum-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that Voice Service will be available in all circumstances. Customer shall specifically advise every end user of Voice Service that Spectrum voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Spectrum network failure, Voice Service and 911 may not be available. Customer shall distribute to all end users of Voice Service labels/stickers (to be supplied by Spectrum) and instruct all end users of Voice Service to place them on or near the equipment used in conjunction with Voice Service. The location and address associated with Voice Service will be the address identified on the Service Order (the "Service Location").

- b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves the voice-enabled cable modem or IAD to an address other than the Service Location identified on the Service Order, calls from the modem or IAD to 911 will appear to 911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
 - c. In some geographic areas, Voice Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (1) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE VOICE SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.
 - d. Customer will be notified by Spectrum as to whether the Voice Service to which Customer subscribes includes the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Voice Service from a remote location.
 - e. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
2. Customer Caller-ID: If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a customer premises equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates the Customer Caller ID feature, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the service location/address for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a customer premises equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.
 3. Monitoring/Alarm Systems: Customer acknowledges that Spectrum does not guarantee that Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of Voice Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that

are connected to Voice Service operate properly. Customer is solely responsible for any and all costs associated with this activity.

4. **Customer Equipment:** Spectrum's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with Voice Service and connecting such equipment, facilities and systems to the Spectrum network interface device or equipment. Customer must notify Spectrum at least seventy-two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
5. **Access:** Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Voice Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Voice Service and all related equipment.
6. **CPNI:** Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Voice Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.
 - a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum's network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that, except as provided in the Terms and Conditions and applicable law, Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.
 - c. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
 - d. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request, at Customer's option. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals subject to the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
7. **Directory Listings:** In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by Spectrum, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by Spectrum's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, Spectrum shall have no other liability for any error or omission in any directory listing information.
8. **Minute Packages:** If a minutes of use ("MOU") package of minutes are exceeded, additional minutes will be charged at the standard domestic long distance rates listed at www.charter.com (or successor url).
9. **Number Porting:** Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Spectrum PRI Service or Spectrum SIP Trunk Service. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Spectrum shall port in a telephone number using one of the following agreed upon methods:

- a. *Spare Equipment Cut.* "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Spectrum's Service(s) prior to telephone number porting. Spectrum and Customer shall verify the operational stability of the Service(s) in advance of Spectrum issuing a request to port Customer's telephone numbers from Customer's FLSP to Spectrum's Service. Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.
- b. *Hot Cut – Business Hours.* "Hot Cut" means that Customer's existing service is disconnected prior to Customer connecting Customer's equipment to Spectrum's Service which, in turn, occurs prior to the scheduled telephone number port change. "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer's request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.
- c. *Hot Cut – After Hours.* For purposes of this section, Hot Cut has the same meaning as above. "After Hours" means any time outside of Business Hours. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer's request, Spectrum shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Spectrum from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer's choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses Spectrum's network, Customer shall remain bound by the terms of the Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider.

10. **Call Overflow/Failover:** If a Spectrum PRI Service or Spectrum SIP Trunk Service customer elects to receive the call overflow or failover Routing option(s), Customer is responsible for turning the applicable option(s) on and setting up or changing the applicable destination number(s) via the Spectrum customer portal, and ensuring that the receiving telephone number(s) has adequate capacity to accept the calls generated as a result of these options. If the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.
11. **Dedicated Internet Bundles:** If Customer purchases a discounted bundled offering from Spectrum including a Spectrum SIP Trunk Service or Spectrum PRI Service combined with Spectrum Dedicated Internet Access, Customer must have the voice trunk installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.

*** For those customers that purchased the Time Warner Cable Business Class PRI Service prior to April 1, 2013, call overflow and failover routing may be available on an individual case basis, as determined by Spectrum. Please contact your Spectrum sales representative for further information.*

Attachment C
Business Internet Access and Fiber Internet Access
(collectively, "Data Services")

Internet Access Services: These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive one or more of the Services described herein (for purposes of this Attachment, the "Data Services"). Continued use or receipt of the Data Services is subject to this Service Agreement. *Spectrum's provision of any Data Service is subject to availability.*

Spectrum's Data Services are comprised of the following:

Business Internet Access ("BIA Service"): BIA Service is Internet access service implemented using a hybrid fiber/coax ("HFC") access network. The Customer interface to a cable modem is via Ethernet connection. BIA Service enables a variety of asymmetrical upstream and downstream rates. If Customer selects to receive the BIA Service, Spectrum shall provide connectivity from the Customer site(s) to the Customer's data network.

Fiber Internet Access ("FIA Service"): If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and Spectrum's facilities.

Customer's use of the Data Services is subject to the following additional terms and conditions:

Customer shall (i) maintain certain minimum equipment and software to receive the Data Service (see www.business.spectrum.com (or the applicable successor URL) for the current specifications); (ii) ensure that any person who has access to the Data Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Service Agreement, (iii) be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Data Services.

1. **Data Service Speeds.** Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the Data Services selected by Customer on the Service Order, however, actual Internet speeds may vary. Many factors affect speed including, without limitation, the number of workstations using a single connection. Each tier or level of Data Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally shall not be sustained on a consistent basis. The throughput rate experienced by Customer at any time shall vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and Spectrum network congestion, time of day and the accessed website servers, among other factors.
2. **Electronic Addresses.** All e-mail addresses, e-mail account names, and IP addresses ("**Electronic Addresses**") provided by Spectrum are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
3. **Changes of Address.** Spectrum may change addressing schemes, including e-mail and IP addresses.
4. **No Liability for Risks of Internet Use.** The Service, Spectrum's network and the Internet are not secure, and others may access or monitor traffic.
5. **No Liability for Purchases.** Customer shall be solely liable and responsible for all fees or charges for online services, products or information. Spectrum shall have no responsibility to resolve disputes with other vendors.
6. **Blocking and Filtering.** Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Data Service. Except to the extent set forth in the Supplemental Spectrum Business Security Service Section, Spectrum shall not

be responsible in any manner for the effectiveness of these blocking and filtering technologies. Spectrum does not warrant that others will be unable to gain access to Customer's computer(s) and/or data even if Customer utilizes blocking and filtering technologies, nor does Spectrum warrant that the data or files will be free from computer viruses or other harmful components. Spectrum has no responsibility and assumes no liability for such acts or occurrences.

7. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.charter.com (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
8. Managed WiFi Services. Managed WiFi Services include Spectrum owned equipment to establish wireless access points to enable designated users of the Customer's choice to wirelessly access the Data Service. Access to the Data Service via Managed WiFi is subject to all of the same terms under this Agreement.
9. Supplemental Managed Security Service. This subsection shall only apply in the event Spectrum's supplemental Managed Security Service has been selected by and is being delivered to Customer. The Managed Security Service maybe include software, firmware, and hardware components. Spectrum makes no warranties of any kind (express or implied) regarding the Managed Security Service and hereby disclaims any and all warranties pertaining thereto (including without limitation implied warranties of title, noninfringement, merchantability, and fitness for a specific purpose). Spectrum does not have title to and is not the manufacturer nor supplier of any software, firmware, or hardware components of the Managed Security Service. Customer shall return or destroy all such components provided to Customer upon the termination of the applicable Service Order, and in the case of destruction thereof, shall upon request, provide Spectrum with certification that such components have been destroyed. **IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE, NONPERFORMANCE, OR USE OF ANY SUPPLEMENTAL SERVICES.**

Attachment D

Spectrum Data Transport Services: Ethernet Solutions ("Ethernet Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Ethernet Service and continued use or reception of the Ethernet Service is subject to the this Agreement.

Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge device at each site that will be capable of receiving the Service as specified in the Service Order(s).

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

1. Spectrum's provision of Ethernet Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet Service that degrades any service provided to other subscribers on the Spectrum network.
3. Spectrum will terminate fiber-optic cable on a patch panel or provide a coaxial outlet at an agreed upon minimum point of penetration (MPOP) up to 50 feet within each facility (unless otherwise specified in the Service Order). If the hand-off point of the Ethernet Service at Customer's premise exceeds this distance, Customer may be responsible for any additional costs for internal wiring.
4. Customer will make available to Spectrum a building ground connection at each location that meets current electrical codes for the placement of a fiber-optic patch panel and/or coaxial outlet. Unless otherwise specified in the applicable Service Order, it is recommended that Customer provide a separate 20 Amp 110V AC circuit for the edge electronics, which is powered by a UPS system. Customer-supplied routing will be necessary for communication between each Service Location.
5. For Optical Ethernet EP-LAN, Spectrum requires Customer to use Layer3 / IP interfaces and routing on WAN interfaces as opposed to Layer2. The enhanced risk of total service degradation as a result of broadcast storms or other industry known Layer2 vulnerabilities warrants this requirement. Using Layer3 / IP interfaces requires only a single MAC address to be learned on the UNI.
6. Customer's use of Ethernet Services is presumed to be jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer's sole responsibility to notify Spectrum if Customer's use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer's use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer's certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum's provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations.
7. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
8. Managed WiFi Services. Managed WiFi Services include Spectrum owned equipment to establish wireless access points to enable designated users of the Customer's choice to wirelessly access the Data Service. Access to the Data Service via Managed WiFi is subject to all of the same terms under this Agreement.

9. Supplemental Managed Security Service. This subsection shall only apply in the event Spectrum's supplemental Managed Security Service has been selected by and is being delivered to Customer. The Managed Security Service may include software, firmware, and hardware components. Spectrum makes no warranties of any kind (express or implied) regarding the Managed Security Service and hereby disclaims any and all warranties pertaining thereto (including without limitation implied warranties of title, noninfringement, merchantability, and fitness for a specific purpose). Spectrum does not have title to and is not the manufacturer nor supplier of any software, firmware, or hardware components of the Managed Security Service. Customer shall return or destroy all such components provided to Customer upon the termination of the applicable Service Order, and in the case of destruction thereof, shall upon request, provide Spectrum with certification that such components have been destroyed. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE, NONPERFORMANCE, OR USE OF ANY SUPPLEMENTAL SERVICES.

Attachment F

Spectrum Hosted Voice, Spectrum Hosted Voice for Hospitality, Spectrum Hosted Call Center, Spectrum Unified Communications (collectively, "Hosted Communications Service")

These terms shall apply, in addition to the Commercial Terms of Service and the respective Service Order (if applicable) (collectively, the "Service Agreement"), if Customer elects to receive Hosted Communications Service and continued use or reception of the Hosted Communications Service is subject to the this Agreement.

Spectrum Hosted Voice: If Customer selects to receive Hosted Voice Service delivered over fiber, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Spectrum Hosted Voice for Hospitality: If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

Unified Communications: If Customer selects to receive Unified Communications features that are added onto a Spectrum Hosted Voice Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order.

Customer's use of Hosted Communications Service is subject to the following additional terms and conditions:

1. 911 Services:
 - a. Customer acknowledges that the voice-enabled fiber connection or cable modem used to provide Hosted Communications Service are electrically powered and that the Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a Spectrum network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a Spectrum-provided voice-enabled fiber connection, cable modem or other hardware used in delivering the Hosted Communications Service may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Hosted Communications Service will be available in all circumstances. Customer shall specifically advise every end user of the Hosted Communications Service that the Spectrum voice-enabled customer premises equipment is electrically powered and, in the event of a power outage or Spectrum network failure, the Hosted Communications Service and 911 may not be available. Customer shall distribute to all end users of the Voice Services labels/stickers (to be supplied by Spectrum) and instruct all end users of the Voice Services to place them on or near the equipment used in conjunction with the Hosted Communications Service. The location and address associated with the Hosted Communications Service will be the address identified on the Service Order (the "Service Location").
 - b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the Equipment to 911 will appear to 911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
 - c. In some geographic areas, the Hosted Communications Service does not provide the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that: (1) the address(es) associated with the additional location(s) are loaded into the 911 database

by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller; and (2) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. In such areas, CUSTOMER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE HOSTED COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.

- d. Customer will be notified by Spectrum as to whether the Hosted Communications Service to which Customer subscribes includes the capability to support Enhanced 911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Hosted Communications Service, including: (1) the inability to reach 911 or other emergency services; (2) the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services; or (3) the use of third-party enterprise 911 solutions or Customer's attempt to access Hosted Communications Service from a remote location.
 - e. By purchasing the Services, Customer certifies that Customer shall not use the Services, or allow the Services to be used: i) to provide 911 or E911 services; ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or iii) for any Automatic Location Information services related to E911. In addition, Customer shall not use the Services, or allow the Service to be used, in a manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor rules of the Federal Communication Commission ("FCC"). Any breach of this provision shall constitute a material breach of this Agreement and Spectrum shall have the immediate right, without notice or penalty, to Terminate this Agreement or, in Spectrum's sole discretion, suspend Services to Customer.
5. **Monitoring/Alarm Systems:** Customer acknowledges that Spectrum does not guarantee that Hosted Communications Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services ("Alarm Services"). Customer must ensure that all Alarm Services and related signal transmission services are tested to validate that they remain fully operational after installation of the Hosted Communications Service. Customer is solely responsible for obtaining such testing from the appropriate Alarm Service providers, ensuring that such testing is completed in a timely manner, and confirming that the Alarm Services and any related Customer-provided equipment, facilities and systems that are connected to Hosted Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity.
 6. **Customer Equipment:** Spectrum's obligation is to provide Hosted Communications Service to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with Hosted Communications Service and connecting such equipment, facilities and systems to the Spectrum network interface device or equipment. Customer must notify Spectrum at least seventy-two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
 7. **Access:** Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or Local Area Network (LAN) wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Hosted Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Hosted Communications Service and all related equipment.
 8. **CPNI:** Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Hosted Communications Service will be protected by Spectrum as described herein, in the Privacy Policy, and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

- a. Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via e-mail) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum's network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - b. Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that, except as provided in this Service Agreement and applicable law, Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details and CPNI.
9. Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
- b. Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified on the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
10. Directory Listings: In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by Spectrum, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by Spectrum's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, Spectrum shall have no other liability for any error or omission in any directory listing information. If a minutes of use ("MOU") package minutes are exceeded, any additional minutes will be charged at the standard domestic long distance rates listed at <http://enterprise.spectrum.com>.
11. Number Porting: Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Spectrum PRI Service or Spectrum SIP Trunk Service. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority. Spectrum shall port in a telephone number using one of the following agreed upon methods:
- a. *Spare Equipment Cut*. "Spare Equipment Cut" means that Customer will provide sufficient spare Customer equipment, such as line cards, for connection of Spectrum's Service(s) prior to telephone number porting. Spectrum and Customer shall verify the operational stability of the Service(s) in advance of Spectrum issuing a request to port Customer's telephone numbers from Customer's FLSP to Spectrum's Service. Customer acknowledges and accepts that the porting process involves the updating of multiple databases and may result in an outage of Service during such updates.
 - b. *Hot Cut – Business Hours*. "Hot Cut" means that Customer's existing service is disconnected prior to Customer connecting Customer's equipment to Spectrum's Service which, in turn, occurs prior to the scheduled telephone number port change. "Business Hours" means 8:00 AM to 5:00 PM, Monday through Friday, excluding Holidays. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change and may cancel the port change at Customer's request. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Customer accepts all liability for any loss or damage arising out of or related to such an interruption.
 - c. *Hot Cut – After Hours*. For purposes of this section, Hot Cut has the same meaning as above. "After Hours" means any time outside of Business Hours. Spectrum will use reasonable efforts to resolve any issues arising during the Hot Cut prior to the execution of the port change. At Customer's request, Spectrum shall make reasonable efforts to cancel the port request, but unavailability of necessary third party resources may prevent Spectrum from effecting such cancellation. Customer acknowledges that a Hot Cut necessarily results in an interruption of Customer's telephone service thereby exposing Customer to risks associated with inability to make or receive telephone calls. Additionally, Customer acknowledges that Customer's choice of an After Hours Hot Cut exposes Customer to the additional risk of an extended outage due to unavailability of necessary third-party resources to cancel a porting request or resolve a trouble report. Customer accepts all liability for any loss or damage arising out of or related to such an interruption or outage.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses Spectrum's network, Customer shall remain bound by the terms of the Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider.

12. Unified Communications Services:

- a. Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats shall be at the sole discretion of Spectrum.
- b. Unified Communications Services are nonexclusive and nontransferable, and Customer shall prohibit use of the Unified Communications Services by any third party other than the Customer for such Customer's internal business purposes.
- c. Use of the Unified Communications Services by Customer does not permit or imply any passing of title, trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable materials, designs, logos, and/or any other intellectual property from Spectrum or its third party vendors involved in delivering the Unified Communications Services to Customer.
- d. Third party vendors used by Spectrum in delivering the Unified Communications Services to Customer do not provide any warranties, direct or indirect, express or implied, to Customer for any and all damages, whether direct or indirect, incidental or consequential, arising from the use of the Unified Communications Services.
- e. Customer shall not: (i) copy or adapt the Unified Communication Services for any purpose, other than as specifically permitted under this Agreement; (ii) use the Unified Communication Services, other than (a) in accordance with all applicable laws and regulations and (b) as set forth in the documentation provided by Spectrum to Customer; (iii) reverse engineer, translate, decompile, or disassemble the Services; (iv) use the Unified Communications Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; (v) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Unified Communications Services; or (vi) delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.
- f. If Customer breaches any terms of this Agreement as they relate to the Unified Communications Services, Spectrum or its third party vendors used in delivering the Unified Communications Services shall be entitled to enforce such terms to cure the material breach.
- g. Spectrum and any third party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Agreement, any Service Order, and/or any agreement between Spectrum and such third party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

Attachment G
Multi-Channel Video Service (Enterprise TV, Government TV, Hospitality TV, Healthcare TV, Education/University TV)

Spectrum Enterprise shall provide the customized cable television programming ("Multi-Channel Video Service") to Customer's Service Location(s) identified in a Service Order, which programming shall be subject to change at Spectrum Enterprise's discretion; provided that Spectrum Enterprise shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime, TMC, Cinemax, STARZ, Encore or Epix (collectively, "Premium Services").

Spectrum Enterprise and Customer acknowledge that Customer has elected to receive 2 or more tiers of video programming service, including the "broadcast basic" level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis.

Spectrum Enterprise owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related Network and Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum Enterprise) Customer shall own such items and Customer hereby grants to Spectrum Enterprise the non-exclusive right to access and use such space during the Order Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Service Location, and nothing is intended to convey any right or ownership of any portion of the Network or Equipment to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Service Location, except to the extent of any negligence or willful misconduct on the part of Spectrum Enterprise.

Customer's use of the Multi-Channel Video Service is subject to the following additional terms and conditions:

1. Multi-Channel Video Service shall not include pay-per-view, video-on-demand, or any visual content other than the mutually-agreed upon Multi-Channel Video Service channel line-up.
2. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, nor shall Customer authorize or approve of any copying, taping or duplicating thereof. Multi-Channel Video Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant or fraternal organization). In commercial establishments with public viewing, only the Multi-Channel Video Service lineup(s) that is approved for public viewing may be used.
3. Customer shall permit Spectrum Enterprise reasonable access to the Service Locations to inspect the Service Location at periodic intervals to ascertain, among other things, the number of television sets receiving the Multi-Channel Video Service. Customer, at its sole expense, shall furnish, install and maintain the inside wiring.
4. Customer, at its sole expense, shall furnish, install, program, secure, and maintain all Service connections within the Service Location. The Service connections shall be installed and programmed by Customer in consultation with Spectrum Enterprise and any specifications provided by Spectrum Enterprise to Customer in writing.
5. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of Spectrum Enterprise. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of Spectrum Enterprise. The limitations of this paragraph shall not apply to formatting of programming as agreed by Spectrum Enterprise and Customer.
6. Customer shall provide all first level contact and support to its authorized users relating to the Network, Equipment, and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum Enterprise, Customer shall contact the designated Spectrum Enterprise technical support contact for resolution.
7. The inside wiring shall be installed by Customer in consultation with Spectrum Enterprise and any specifications provided by Spectrum Enterprise to Customer in writing. Spectrum Enterprise shall not be responsible for, and Customer shall not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Service connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum Enterprise with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.
8. Notwithstanding anything to the contrary in the Master Agreement, the MRCs for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.
9. Customer's use of the Set Back Box Product ("SBB") available as part of the Multi-Channel Video Service (the "SBB Offering") is subject to the following additional terms and conditions:

- A. All terms set forth in this Attachment G shall apply to the SBB Offering except to the extent modified below.
- B. Notwithstanding Section 1 above, the SBB Offering may include certain video-on-demand programming.
- C. Notwithstanding Section 4 above, Spectrum Enterprise shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
- D. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum Enterprise's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum Enterprise's technical specifications and hereby grants Spectrum Enterprise a right and license to use such logo for purposes of such co-branding.

CHARTER COMMERCIAL SUBSCRIBER PRIVACY POLICY & COMMERCIAL CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI) POLICY

**These policies are provided with your Agreement for your information and convenience.*

Charter takes the protection of our subscribers' ("You," "Your" or "Customer(s)") privacy seriously. The following privacy policy ("Policy") applies to those Charter commercial Customers who subscribe to Charter's commercial video programming, high-speed Internet, data networking and/or telephone service (individually and collectively the "Service") and describes the Customer information that Charter collects and retains, how Charter uses and protects it, the limited cases where Charter may disclose some or all of that information, and Your rights under the Cable Communications Policy Act of 1984 ("Cable Act"). Depending upon the Charter Service to which You subscribe, parts of this Policy may not be applicable to You. Charter values Your privacy and considers all personally identifiable information contained in our business records to be confidential. Please review this Policy and, if You are a Charter telephone service subscriber, the attached Customer Proprietary Network Information ("CPNI") Policy (the "CPNI Policy"), in conjunction with Your service agreement, terms of service and acceptable use policy ("Your Service Agreement"). Charter will provide You copies of this Policy annually and the CPNI Policy at least once every two years, whether or not we have revised the policies. We may modify this Policy at any time. The most current version of this Policy can be found on www.charter.com. If You find the changes unacceptable and if those changes materially and adversely impact Your use of the Service, You may have the right to cancel Your Service under Your Service Agreement. If You continue to use the Service following the posting of a revised Policy, we will consider that to be Your acceptance of and consent to the Policy as revised.

What type of information does Charter collect?

Charter collects both personally identifiable information and non-personal information about You when You subscribe to our Service. Charter uses its system to collect personally identifiable information about You: (a) when it is necessary to provide our services to You; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. Charter will not use the system to collect Your personally identifiable information for other purposes without Your prior written or electronic consent. Charter also collects personally

identifiable and non-personal information about You when You voluntarily provide information to Charter, as may be required under applicable law, and from third parties, as described in this Policy.

Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate You. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives' names, drivers license or state identification number, financial profiles, tax identification number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or business) or demographic information not connected to an identified individual or business.

Non-personal information, which may or may not be aggregated information about our Customers and may include information from third parties, does not identify individual Customers. Charter may combine third party data with our business records as necessary to better serve our Customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, among other data. Our systems may automatically collect certain non-personal information when You use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests a Customer makes through a remote control or set-top box.

We may also collect and maintain information about Your account, such as billing, payment and deposit history; maintenance and complaint information; correspondence with or from You, information about the service options that You have

chosen; information the equipment You have, including specific equipment identifiers; and information about Your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

Charter also collects customer-provided customization settings and preferences. By using our service, You consent to our collection of this information and other information communicated to Charter such as correspondence, responses to surveys or emails, information provided in chat sessions with us, registration information, or participation in promotions or contests.

If You subscribe to our video service, then in certain of our systems, our set-top boxes automatically collect information that may be used to determine which programs are most popular, how many set-top boxes are tuned to watch a program to its conclusion and whether commercials are being watched, as well as other audience-measurement focused information. Our processes are designed to track this information and audience statistics on an anonymous basis. Information such as channel tuning, the time the channel is changed, and when the set-top box is "on" or "off" is collected at a secure database in an anonymous format. Charter, or our contractors or agents, may from time to time share the anonymous information with our advertisers, content providers, or other third parties with whom we have a relationship. We will not provide our advertisers, content providers, or these other third parties with personally identifiable information about You unless we have received Your consent first, except as required by law. (See "Who sees the information collected by Charter?")

Why does Charter collect personally identifiable information?

Charter collects and uses personally identifiable information to:

- properly deliver our Services to You;
- provide You with accurate and high quality customer service;
- perform billing, invoicing and collections;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of Charter's Services or violations of our policies or terms of service;
- keep You informed of new or available products and services;
- better understand how the Service is being used and to improve the Service;
- manage and configure our device(s), system(s) and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

You acknowledge and agree that all communications between You and Charter may be recorded or monitored by Charter for quality assurance or other purposes.

If You use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or Customer-provided locale and service preferences, to properly bill You for the services purchased and to provide You with a more personalized experience. In addition, certain information such as Your connections to our system is automatically collected to, for example, make it possible for Your digital boxes to receive and process the signals for the services You order.

Charter may also collect personally identifiable information from third parties to enhance our customer database for use in marketing and other activities. Charter also collects personally identifiable information from third parties to verify information You have provided us and collects personally identifiable information from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage. Charter also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

If You subscribe to our high-speed Internet service, Charter transmits personally identifiable and non-personal identifiable information about You over the Service when You send and receive e-mail and instant messages, transfer and share files, make files accessible, visit websites, or otherwise use the Service and its features. Our transmission of this information is necessary to allow You to use the Service as You have chosen and to render the Service to You.

Who sees the information collected by Charter?

Charter will only disclose personally identifiable information to others if: (a) Customer provides written or electronic consent in advance, or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows Charter to disclose personally identifiable information to third parties:

- when it is necessary to provide Charter's services or to carry out Charter's business activities;
- as required by law or legal process; or
- for mailing list or other purposes, subject to Your ability to limit this last type of disclosure.

To provide services and carry out our business activities, certain authorized people have access to Your information, including our employees, entities affiliated through common ownership or control with Charter and third parties that provide and/or include: billing and collection services; installation, repair and customer service subcontractors or agents; program guide distributors; software vendors; program and other service suppliers for audit purposes; marketers of Charter's products and services; third

party auditors; our attorneys and accountants; and/or strategic partners offering or providing products or services jointly or on behalf of Charter. The frequency of disclosures varies according to business needs, and may involve access on a regular basis. Charter restricts third parties' use of Your information to the purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally identifiable information obtained from us, whether for that third party's own marketing purposes or otherwise.

Unless You object in advance, federal law also allows Charter to disclose through "mailing lists," personally identifiable information, such as Your name, address and the level of Your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research. Under no circumstances will Charter disclose to these advertising entities the extent of Your viewing habits or the transactions You make over the system. Charter, or our contractors or agents, may from time to time share non-personal and/or aggregate information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship.

We may provide anonymous data to third parties who may combine it with other information to conduct more comprehensive audience analysis for us and for television advertisers. This data helps program networks and cable operators decide on which programs, channels, and advertising to carry. Charter may also use that information to distribute targeted advertising to You without having disclosed any of Your personally identifiable information to the advertisers. These advertisements may invite interactive or transactional follow-up from You. By using any of Charter's interactive services, You consent to our collection of this additional information. Unless You consent first or except as required by law, only anonymous information is disclosed to audience measurement services.

As part of its business activities, if Charter enters into a merger, acquisition, or sale of all or a portion of our assets, Charter may transfer Customers' personally identifiable and non-personal information as part of the transaction.

If You subscribe to our telephone service, Your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of Your name and/or telephone number when You dial certain business numbers, 911, 900 numbers or toll-free 800, 866, 877 or 888 numbers.

If allowed by and after complying with any federal law requirements, Charter may disclose personally identifiable information about Customer to representatives of government or to comply with valid legal process, except as provided below, disclosures shall not include records revealing Customer's selection of video programming. Disclosures to representatives of government may be made pursuant to an administrative subpoena, warrant, court order, our reasonable discretion in cases of emergency or serious physical injury, or other permitted means. In these situations, Charter may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. Law enforcement agencies may, by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your Internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications; and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders and then it may be up to You to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Where a governmental entity is seeking personally identifiable information of a Customer who subscribes to Charter's video services only or records revealing Customer's selection of video programming, the Cable Act requires a court order and that the video subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order any claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the prosecution of the case. Except in certain situations (such as with respect to those who owe, or are owed, welfare or child support) state welfare agencies may obtain the names, addresses, and certain other Customer information as it appears in Charter's subscriber records under the authority of an administrative subpoena.

We may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with You, for violations of service terms, conditions or policies and/or (d) in order to comply with the Digital Millennium Copyright Act or as otherwise required by law, for example, as part of a regulatory proceeding.

Note to California Customers Regarding Your Privacy Rights:

California law requires Charter provide to certain Customers, upon request, certain information regarding the sharing of personally identifiable information to third parties for their direct marketing purposes. As mentioned above, Charter does not

share personally identifiable information with unaffiliated third parties for their own direct marketing purposes. However, Charter may share personally identifiable information with some same-branded affiliates for those affiliates' direct marketing purposes (and, if a Charter telephone subscriber, then subject to the restrictions in the attached CPNI Policy). If You make a request by phone or on-line, Charter will provide You with the number of its same-branded affiliates in California and a list of personal information that it may have shared with some or all such affiliates.

Can I prohibit or limit Charter's use and disclosure of my personally identifiable information?

If You do not want Your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please register this preference at <http://unsubscribe.charter.com> or by contacting us by telephone at 1-888-GET-CHARTER. Customers of our video service cannot opt-out of the collection of audience measurement data.

Also, if You do not want to receive marketing messages (e.g., phone calls, emails, and direct mail) from Charter, You may call 1-888-GET-CHARTER or visit <http://unsubscribe.charter.com> and make a request to have Your privacy preferences updated. Please note that such request will not eliminate all telephone calls, emails or direct mail sent to You from Charter as Charter may still continue to send non-marketing account-related messages to You.

How long does Charter maintain personally identifiable information?

Charter will maintain personally identifiable information about You as long as You are a subscriber to Charter's Service and as long as necessary for the purpose for which it was collected. If You are no longer a subscriber to any Charter Service and the information is no longer necessary for the purpose for which it was collected, Charter will only keep personally identifiable information as long as necessary to comply with laws governing our business. These laws include, but are not limited to, tax and accounting requirements that require record retention. Charter will also maintain personally identifiable information to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order. Charter will destroy Customers' personally identifiable information when the information is no longer necessary for the purpose for which it was collected, when there are no longer pending requests for such information, and when it is no longer necessary to retain the information under applicable laws.

How does Charter protect customer information?

Charter takes the security of our Customers' personally identifiable information seriously. Charter takes such actions as are reasonably necessary to prevent unauthorized access by

entities other than Charter to personally identifiable information. Charter uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. Charter restricts access to its customer database and secures the content by use of firewalls and other security methods. Charter limits access to databases containing Customers' personally identifiable information to those specifically authorized employees and agents of Charter and other parties identified in the "Who sees the information collected by Charter?" section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

You need to help protect the privacy of Your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that You may transmit over any home networks, wireless routers, wireless fidelity (WiFi) networks or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of Your personally identifiable information. You are responsible for the security of Your information when using unencrypted, open access or otherwise unsecured networks in Your home. For more information on things You can do to help protect the privacy of Your own information, visit www.charter.com/security or www.OnGuardOnline.gov.

If Your organization is subject to the Health Insurance Portability and Accountability Act (HIPAA), you can learn how HIPAA applies to Your Charter services by reviewing our [HIPAA Policy](#), which is incorporated by references into this Policy.

Can I see the information that Charter collects about me?

You have a right under the Cable Act to see Your personally identifiable information that Charter collects and maintains. The information Charter has about its Customers is maintained at the local offices where service is provided, in our systems, and at our corporate headquarters. If You would like to see Your information, please send a written request to Your local Charter office. To find the location of Your local office please visit www.charter-business.com. Charter will be glad to make an appointment for You to come in to Your local office during regular business hours. If Your review reveals an error in our records, Charter will correct it. You may also be able to access certain information about You or Your account by telephone or online at www.charter-business.com, depending upon the information You have provided.

Does Charter protect children's privacy?

Charter is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its Service unless otherwise expressly identified. At those specific parts of our Service, Charter will provide a special notice or other information describing the additional privacy protections that may apply. Charter urges children to always obtain a parent or legal guardian's permission before sending any information about

themselves over the Internet and urges parents and legal guardians to be vigilant regarding children's Internet usage. Other services or web pages accessed through Charter's Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices if You have any concerns about the collection or use of such information by those entities.

How does Charter use cookies and web beacons?

A cookie is a small file that stores information in Your browser on Your computer. Charter places cookies in Your browser that contain some of the information You provide when You register with us and when You set up a personalized service or customize Your settings and preferences on our websites. Charter does not store highly sensitive personal information such as Your password, e-mail address or credit card number in cookies. Cookies enable Charter to summarize overall usage patterns for analysis. In addition, Charter uses cookies to provide personalized services such as saving Your astrological sign on Charter.net. Charter may also use cookies to provide a more useful online experience, such as allowing You to quickly enter a sweepstakes if You're already logged on.

A web beacon is an invisible graphic on a web page that is programmed to collect non-personally identifiable information about Your use of a given site. Like cookies, web beacons allow Charter and its technology providers to summarize overall usage patterns for our analysis and provide personalized services. Charter does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without Your express permission. However, Charter may provide site usage information linked to Your personally identifiable information to law enforcement or others in compliance with valid legal process or in other situations as stated in the "Who Sees the Information Collected by Charter?" paragraphs above.

You may opt-out of the cookies delivered by Charter on its websites by changing the setting on Your browser. Depending on Your privacy settings, please be aware that this may disable all cookies delivered to Your browser, not just the ones delivered by Charter. Because a "Do Not Track" protocol has not yet been finalized, Charter's information collection and disclosure practices, and the choices that we provide to consumers, will continue to operate as described in this Privacy Policy, whether or not a Do Not Track signal is received.

Targeted Advertisements

Charter wants to make the advertisements it provides more relevant to You. Charter collects and uses non-personal information, such as information about your visits to our websites, ZIP Code, IP address and information from third parties. We may also combine that information with personally identifiable information, such as information You provide Charter and from Your Charter account. (See "What type of Information does Charter Collect"). In addition, Charter may partner with third-party advertising companies who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements.

Charter also uses third-party advertising companies to identify and present tailored online advertisements for its goods and services and uses anonymous ZIP Codes to geographically target online advertisements for our other clients. Charter will not provide our online partners with access to Your name, address, e-mail address, telephone number or other personally identifiable information without Your permission. When targeted online advertisements displayed on third-party websites are based on Your personally identifiable information or general location derived from your Charter IP address, You may opt-out by going to <http://unsubscribe.charter.com> and updating Your privacy preferences. After doing so, we recommend that You also remove any unwanted cookies from Your browser. For more information on how to adjust these settings go to Charter.com > Support > Internet Help.

Some of the advertisements You see on cable channels are placed by us. Some of those advertisements are placed in particular shows or channels; others are shown in particular geographic areas. Some of our cable advertisements will ask for Your permission to take certain actions, like mail You information or allow the advertiser to contact You; if You grant permission, we will use Your personal information for the permitted purposes only. In some areas we will be able to target cable advertisements to Your household that will be more relevant to Your interests based on information You provide us or information that we receive from third parties. When those cable advertisements are directed to You based on Your personal information, You can elect not to receive them. You may opt-out by going to <http://unsubscribe.charter.com> and updating Your privacy preferences.

If you change or get a new account, You will need to review all of Your opt-out choices.

What can I do if I believe Charter has violated my rights?

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about You, through a civil action under federal law, in addition to other rights and remedies that may be available to You under federal or other applicable laws.

What if I have any questions?

If You have any questions about our privacy protections and policies, please contact Your local customer service office. You can find the phone number for Your local customer service office on Your monthly bill statement or by visiting Charter's website at www.charter-business.com.

IMPORTANT NOTE:

This Policy does not apply to Your use of any Charter website. You should review the privacy policy applicable to each site, which is available under the "Your Privacy Rights" or "Privacy Policy" section of each Charter website. This Policy also does not apply to those residential customers who subscribe to Charter's residential video programming, high-speed Internet and/or telephone service. The Residential Subscriber Privacy

Policy is available under the "Your Privacy Rights" section of www.charter.com.

Effective: December 16, 2013

Charter Commercial Customer Proprietary Network Information (CPNI) Policy

The following CPNI Policy is in addition to requirements set forth in Charter's Commercial Subscriber Privacy Policy and is subject to some permitted uses and disclosures of Your name, address, and/or telephone number outlined in the Privacy Policy. The information that we have (1) relating to the quantity, technical configuration, type, destination, location, and amount of Your use of telephone service, and / or (2) contained on Your telephone bill concerning the telephone services that You receive is subject to additional privacy protections. That information, when matched to Your name, address, and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill -- the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. As a subscriber to our telephone services, You have the right, and Charter has a duty, under federal law to protect the confidentiality of CPNI. Charter offers many communications-related services, such as, for example, Charter Internet services. From time to time we would like to use the CPNI information we have on file to provide You with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to Your specific needs. We would like Your approval so that we, our agents, affiliates, joint venture partners, and independent contractors may use this CPNI to let You know

Effective: May 4, 2009

about communications-related services other than those to which You currently subscribe that we believe may be of interest to You. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE OUR USE OF YOUR CPNI, AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER REFLECTED ON YOUR MONTHLY BILLING STATEMENT OR 1-888-GET-CHARTER. We will also honor any restrictions applied by state law, to the extent applicable. Charter also offers various other services that are not related to the communications services to which You subscribe. Under the CPNI rules, some of those services, such as Charter video services, are considered to be non-communications related services. Occasionally, You may be asked during a telephone call with one of our representatives for Your oral consent to Charter's use of Your CPNI for the purpose of providing You with an offer for products or services not related to the telephone services to which You subscribe. If You provide Your oral consent for Charter to do so, Charter may use Your CPNI for the duration of such telephone call in order to offer You additional services. Any action that You take to deny or restrict approval to use Your CPNI will not affect our provision to You, now or in the future, of any service to which You subscribe. You may disregard this notice if You previously contacted us in response to a CPNI Notification and denied use of Your CPNI for the purposes described above. Any denial of approval for use of Your CPNI outside of the service to which You already subscribe is valid until such time as Your telephone services are discontinued or You affirmatively revoke or limit such approval or denial. The CPNI Policy above may be required by law to apply to our Voice over Internet Protocol, or, IP voice services.

Spectrum Enterprise Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Ethernet fiber-based service (the “Service”).

This SLA is a part of, and 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 Enterprise’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:

Spectrum Enterprise Ethernet Services SLAs			
Performance Tier	Metro	Regional	National
Miles	0 - 155	156 - 746	> 746
Kilometers	0 - 250	251 - 1200	> 1200
Latency	< 10ms	< 25ms	< 125ms
Jitter	< 2ms	< 4ms	< 8ms
Frame Loss	< 0.01%	< 0.01%	< 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.

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 Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise 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, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of 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 Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit specific quality of Service inquiry.

III. Service Availability

“Service Availability” is calculated as 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.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

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 calculated as the cumulative length of time it takes Spectrum Enterprise 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:

Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service
<hr/>
Total number of Priority 1 Outage trouble tickets per On-Net Service

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). Spectrum Enterprise measures frame delay using a standard 64 byte ping between the closest Spectrum Enterprise network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

Latency / Frame Delay=	Sum of the roundtrip delay measurements for an On-Net Service
	<hr/>
	Total # of measurements for an On-Net Service

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Spectrum Enterprise network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \text{Frames Received}$

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (Spectrum Enterprise network hub to Spectrum Enterprise network hub). Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise 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.

IX. Remedies Service Credit:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below.

Any credits will be applied as an off-set against any amounts due from Customer to Spectrum Enterprise. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by Spectrum Enterprise engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to Spectrum Enterprise's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding 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 where the Downtime exceeds four (4) hours during each Priority 1 Outage within 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 Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii)

Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise 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 Enterprise 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 Enterprise's receipt of such written notice of termination.

Service Order

Print Form



This Service Order specifies the specific amount of, and associated cost for, the services ordered by "Customer." By executing this Service Order, Customer agrees to purchase and Shoutpoint, Inc. ("Shoutpoint") agrees to provide the ordered services in accordance with this Service Order and Shoutpoint for Schools Terms of Use in effect from time to time, a current copy of which is attached hereto. This Service Order replaces all prior Service Orders between the parties.

County of Service Address: Maricopa

Payment Method:	Prepaid - Due before In Service Date	Order Date:	Oct 10, 2017
Customer Name:	Independent School District 709 (Duluth)	In Service Date:	Jul 1, 2017
Physical Address:	215 North 1st Avenue East	Renewal Type:	Campus Messenger
City, State	Duluth, MN	Zip: 66802	Renewal Start Date: Jul 1, 2018
Technical Contact:	Sandra Benson	Billing Contact:	Gwen Mason
Technical Email:	Sandra.Benson@isd709.org	Billing Email:	ap.vendor@isd709.org
Phone: +1 (218) 336-8700	Fax: +1 (218) 336-8777	Phone: +1 (218) 336-8701	Fax: +1 (218) 336-8777

Service Type	Service Description	Current Student Count	Qty	Annual Unit Cost	Annual Recurring	Prorated Fee	Non-recurring
Enhanced Service	Shoutpoint for Schools Infinite Campus Integrated Messaging Platform	8,304	28	\$345.00	\$9,660.00	\$0.00	\$0.00
Enhanced Service	SMS Messenger		1				\$0.00
Other Service							
				Totals	\$9,660.00	\$0.00	\$0.00

Expanded Description of Service Types:

1. Shoutpoint for Schools Infinite Campus Integrated Messaging Platform

SP will allocate capacity for unlimited messaging based on School District's Current Student Count (shown above). Shoutpoint will provision service in batches of 300 students based on Student Count. Customer will update Student Count annually and submit to Shoutpoint to ensure the proper and adequate capacity. The Service may be used for an unlimited number of voice and SMS messages as long as messages are directly related to school business. Notwithstanding the preceding sentence, after the first year of Service, Shoutpoint reserves the right to institute a monthly limitation on usage (e.g., 4,000 total messages per batch of 300 students) for subsequent school seasons (i.e., contract years) by providing School District with written notice at least ninety (90) days prior to the expiration of the then-current term.

In emergency circumstances defined as circumstances when School District's authorized personnel reasonably and in good faith, believe communication will assist in the elimination or mitigation of physical harm to School District's students, faculty, employees, or invitees (e.g., a school shooting, an earthquake, tornado or other natural disaster, or similar exigent circumstance), the subscribed capacity can burst to ten voice paths, which incrementally increases the speed that the messages are disseminated.

2. SMS Provisioning

A non-recurring set-up fee to provision SMS messaging service and the unique SMS nickname for the School District

Shoutpoint, Inc.:

James Christiano

Signed by _____ Date _____

Signature

President

Title _____

Independent School District 709 (Duluth)

Customer

Douglas A. Hasler 10/12/17
Signed by _____ Date _____

Douglas A. Hasler CFO
Signature _____ Title _____

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Order Provisioning Form

As part of your service agreement with Shoutpoint for Schools, the district will receive a phone number. The number provisioned for the district will be within the same area code (NPA) and every effort will be made to match the first three digits (NXX) of the district's central office. For example (770) 534-xxxx. The number will appear on the recipient's caller-id display when the district uses the Shoutpoint service.

1. The phone number will be assigned to your account.
2. In order for the recipients to call the school back we need the main number where they can reach you. Shoutpoint will make sure that all calls are forwarded to your main number. List your main number in the box below.
3. In the box below, for the number provisioned for the district, please provide a name or tag to be displayed on the recipients caller-id screen. For example: 770-534-xxx1, Hall County Schools (HCS Attendance). The maximum characters allowed are 15 alphanumeric meaning both letters and numbers (no hyphens, commas, etc).

1. Phone Number	2. Forwarding Number	3. Caller ID Name
To Be Assigned	+1 (218) 336-8700	ISD709

Provisioning Time: Allow 12-14 business days from Shoutpoint receiving the Purchase Order, Service Order and Agreement.

SMS Messenger

SMS nickname enables you to register a unique nickname and use it as identification when sending SMS messages. The SMS nickname should have at least 3 and not more than 11 characters. When choosing the nickname, use only lower case and capital letters of English alphabet, numbers (up to 3 in a sequence) and you have an option to use an underscore (_) as a character. The nickname cannot be registered if you have used a space.

SMS Nickname

ISD709

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schools@shoutpoint.com www.Shoutpoint.com

Telecommunications Terms of Use

THESE TELECOMMUNICATIONS TERMS OF USE (this "Agreement") govern the various services, (the "SP Services"), provided by SHOUTPOINT, INC., a California corporation ("SP"), pursuant to one or more active Service Orders (each a "Service Order") between SP and the subscribing school district on behalf of itself and each of its constituent schools (collectively, the "School District").

1. SP Services. SP shall provide one or more of the following services to School District in accordance with one or more Service Orders:
 - a. Telecommunications Services. Unless set forth differently in an applicable Service Order, the following shall apply to the provisioning and service limitations of SP's Interconnected Voice over Internet Protocol ("VoIP") for use over SP's VoIP telecommunications network:
 - i. SP will provision telephone lines and phone numbers in the amount designated in the applicable Service Order.
 - ii. Service Limitations: 911 Service. As an interconnected VoIP provider, Shoutpoint is required to provide 911 service to its customers. However, Shoutpoint's 911 service operates differently than traditional 911. Shoutpoint must transmit all 911 calls, a callback number and the caller's registered physical location to the underlying carrier. Therefore, Shoutpoint must collect that information from you, and you must update Shoutpoint with any changes. Further, it takes up to 14 days before the 911 service or any change thereto becomes operational. Remember that our 911 Dialing service will not function in the event of a broadband or power outage or if your broadband, ISP or ShoutPoint service is terminated. Complete Shoutpoint 911 information is contained in the Service Order and at <http://shoutpoint.com/911-access>
 - b. Enhanced Services. SP shall provide School District with non-exclusive and non-transferable licensed access to SP's Telephony Engine, which includes an application programming interface accessed through Infinite Campus's SIS that provides a means to create, manage and send telephone messages to students, student parents and legal guardians, school faculty and school district personnel (cumulatively, the "Enhanced Services").
 - c. Other Services. SP may from time to time provide ancillary, additional or new services to its school customers that are not governed by Sections 1.a. or 1.b. above. These services shall be considered "Other Services" and will be governed by the other provisions of this Agreement and one or more Service Orders.
2. Term; Pricing.
 - a. Term. The initial term of this Agreement shall commence on the "In Service Date" set forth in the Service Order, which shall typically be July 1st of each given calendar year (or, in the initial year, such later start date as contemplated in Section 2.b. below, being the "In Service Date") and shall end on June 30th of the following calendar year (e.g. July 1, 2016 through June 30, 2017). However, the term shall automatically be renewed for one (1) year periods, unless either party provides the other with written notice of termination at least thirty (30) days, but no more than ninety (90) days, prior to the termination of the then current term. The term may terminate earlier upon the occurrence of one or more of the events described in Section 8 below.
 - b. Fees. School District shall pay to SP on or before the In Service Date (and each subsequent In Service Date should the term be renewed) an amount as set forth in the applicable Service Order. For contracts not commencing on July 1st of any given calendar year, the annual fee shall be reduced in a pro rata manner based on the following formula: (i) the number of days or partial days that the service shall be effective within such period ending on the next occurring June 30th, divided by (ii) 365. Except to the extent expressly modified in any Service Order, following the initial term and upon thirty (30) days prior written notice, SP may increase applicable charges, effective as of July 1st of such year (the "Adjustment Date"), by one hundred percent (100%) of the percentage change, if any, shown by the Consumer Price Index - Urban Wage Earners and Clerical Workers, U.S. City Average (published by the U.S. Department of Labor - Bureau of Labor Statistics) for the month immediately preceding the Adjustment Date as compared with the month immediately preceding the initial In Service date or most recent preceding date on which such charges were previously adjusted hereunder, as the case may be.
3. Customer Service. SP shall provide Customer Service relating directly and solely to the SP Services. School District shall establish a customer service point of contact with SP for such purposes. The parties acknowledge that School District may utilize the services provided hereunder in conjunction with other hardware, software and other applications. The providers of such third party hardware, software and applications shall be solely responsible for all customer service related to usage with such third party products and services.
4. Confidentiality. "Confidential Information" means (a) the terms and conditions of this Agreement; (b) any and all information governed by any now-existing or future non-disclosure agreement (specifically including any such agreement or provision of any agreement between SP and School District), contractual provision, or law binding the parties; (c) any other information relating to either party that has been clearly marked or labeled as confidential, including without limitation information about either party's personnel, products, customers, or services; and (d) all aspects of the services provided hereunder, and any underlying software, including without limitation all source code, object code, algorithms or logic contained therein, and any other form of written or recorded material relating thereto, which the parties acknowledge is owned by and confidential to SP. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain through no action or fault of the other party; (ii) information that is known to either party without restriction prior to receipt from the other party; (iii) information that either party receives from any third party having a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party without using the other party's Confidential Information. The party relying on any of the above exclusions has the burden of proving the presence of such exclusion. Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that each party, (i) shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose, (ii) shall restrict disclosure of the other party's Confidential Information to its employees or agents with a need to know and who have agreed in writing to be bound by the terms of this Agreement, (iii) shall not disclose the other party's Confidential Information to any third party without the prior written approval of the other party, and (iv) shall maintain and protect the other party's Confidential Information with at least that degree of care that such party utilizes to maintain and protect its own most confidential information, but in any event using at least a commercially reasonable degree of care. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if compelled by law to do so, provided the other party has been given prior written notice to permit such other party a reasonable opportunity to object to the legal requirement to disclose. The parties acknowledge and agree that violation of this paragraph may cause irreparable harm, and the total

amount of monetary damages for injury to such party will be impossible to calculate and, therefore, an inadequate remedy. Accordingly, the non-breaching party may (a) seek injunctive relief against the breaching party or (b) exercise any other rights and seek any other remedies to which the non-breaching party may be entitled at law, in equity and/or under this Agreement.

5. No Conveyance. School District shall not assign, transfer, sublicense, or otherwise convey its right to use the SP Services hereunder, or any part thereof, to any person, by operation of law or otherwise, without SP's prior written consent, which may be given or withheld in SP's sole discretion. Any breach or attempted breach of this provision shall be null and void and shall entitle SP to immediately terminate this Agreement without any cure period.
6. Limited Warranty; Limitation of Damages. SP warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the In Service Date of the initial term, the SP Services will operate in substantial conformity with industry standards when used in strict compliance therewith. If a material defect occurs, SP's sole obligation under this warranty is to remedy such defect in a commercially reasonable manner.
 - a. THE LIMITED WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY MADE BY SP, AND SP DOES NOT MAKE, AND SCHOOL DISTRICT HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. SP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN PERFORMING THE SERVICES CONTEMPLATED BY THIS AGREEMENT, SP SHALL HAVE NO LIABILITY (INCLUDING WITHOUT LIMITATION ANY LOST BUSINESS PROFITS OR ANY LOSS, DAMAGE OR DESTRUCTION OF DATA) TO SCHOOL DISTRICT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH DAMAGE IS CAUSED BY SP'S GROSS NEGLIGENCE OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF SP TO SCHOOL DISTRICT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER SHALL BE LIMITED TO THE LESSER OF (i) \$100,000 OR (ii) FEES ACTUALLY PAID BY SCHOOL DISTRICT TO SP FOR THE APPLICABLE SP SERVICES FOR THE TERM (OR EXTENSION PERIOD) DURING WHICH THE UNDERLYING DAMAGES AROSE. SP'S OBLIGATIONS UNDER THIS AGREEMENT, BUT NOT THE EXCLUSIONS AND WAIVERS OF WARRANTY CONTAINED HEREIN, SHALL TERMINATE AND BECOME NULL AND VOID IF ANY MODIFICATIONS ARE MADE TO THE SP SERVICES BY ANY PARTY OTHER THAN SP.
 - b. School District acknowledges that SP exercises no control whatsoever over the content of information passing through School District's equipment, or through equipment or facilities used by SP to provide the SP Services. School District will, at all times, use the SP Services in compliance with all applicable laws and regulations. It is School District's sole responsibility to ensure that the information it transmits or otherwise processes with use of the SP Services complies with all applicable laws and regulations.
7. Indemnification.
 - a. SP will defend, hold harmless and indemnify School District against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against School District to the extent based on an allegation that the SP Services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. The foregoing obligation is subject to the Limitation of Damages provision set forth in Section 6 above
 - b. Except to the extent limited by applicable law, School District shall indemnify and hold harmless SP and SP's officers, directors, employees, and agents, and shall defend, at its expense, and pay the cost of any damages, settlement or award (including reasonable attorneys' fees and costs) for all claims resulting from (i) School District's breach of this Agreement; (ii) School District's violation or alleged violation of any law or regulation; or (iii) School District's other acts or omissions.
 - c. If either party seeks indemnification provided for in this Section, the party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. School District and SP will not make public any terms, or the mere existence, of any settlements. If the indemnifying party fails to promptly investigate and defend or settle any claim of which it is notified in writing by the indemnified party, then the indemnified party has the right to have sole control of the defense of the claim and all negotiations for its settlement or compromise, and the indemnifying party shall pay, as they become due, all of the reasonable costs and expenses (including reasonable attorneys' fees) reasonably incurred by the indemnified party in its defending or negotiating settlement of the claim, and the indemnifying party shall satisfy any resulting settlement, award, or judgment.
8. Termination. Upon the occurrence of one or more of the following events by one party (the "Breaching Party"), then the other party (the "Non-breaching Party") may terminate this Agreement immediately (except as specifically set forth the contrary) upon providing written notice of termination to the Breaching Party:
 - a. If a party commits a breach of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice from the Non-breaching Party stating the nature of the breach with reasonable particularity;
 - b. If a party terminates its business;
 - c. If, voluntarily or involuntarily, a bankruptcy petition or similar proceeding under state law is filed with respect to a party; and
 - d. If a party becomes insolvent or makes a general assignment for the benefit of creditors.

In the event School District terminates this Agreement for SP's uncured breach, School District shall be reimbursed a pro rata portion of the fees paid for services to be rendered following such termination. In the event that SP terminates this Agreement for School District's uncured breach, SP shall be entitled to keep all fees paid to SP prior to such date. The foregoing remedies are in addition to any other legal or equitable remedies available to such party under the circumstance. In the event that School District makes any payment required under this Agreement more than five (5) days late, then in addition to the amount past due School District shall owe SP (i) a penalty in the amount of 5% of such past due amount and (ii) interest in the amount of twelve percent (12%) per annum or, if lesser, the maximum interest rate allowed under applicable law.

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schools@shoutpoint.com www.shoutpoint.com

9. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by a Force Majeure Event (defined below). The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event relied on and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation or termination of said Force Majeure Event. "Force Majeure Event" means an unforeseeable event caused by any of the following conditions: act of God; fire; flood; labor strike; sabotage; material shortages or unavailability or other delay not resulting from the responsible party's failure to timely place orders; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or any other cause beyond the reasonable control of such party. This paragraph shall not apply to any payment obligation of either party.
10. Miscellaneous.
- a. Modifications to Manner of Use. The services provided hereunder are subject to evolving regulation, technology and related industry standards. As such, it is possible that changes to the technical or operational requirements of one or more services may occur during the term of this Agreement. In the event of such a change, SP will notify Customer via email and post the changes at <http://shoutpoint.com/terms/schools/>.
 - b. Interpretation. These Terms of Use, together with all mutually executed Service Orders or other documents referenced herein, evidences the complete understanding and Agreement of the parties with respect to the subject matter hereof and supersedes and merges any prior understandings or agreements. The captions, headings, and articles contained herein are solely for convenience of reference and shall not affect the construction or interpretation of this Agreement. Both parties acknowledge that they have read and understand the terms of this Agreement. This Agreement shall be interpreted fairly, and shall not be interpreted more or less favorably for either party.
 - c. Governing Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State in which School District, or the applicable constituent school, is located. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such action.
 - d. Severability; Waivers. If any provision, or any part thereof, of this Agreement shall be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement. The failure of either party to give a notice of default or to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.
 - e. Authority. Each person executing any Service Order represents and warrants that he or she have/they have the authority to enter into this Agreement on behalf of such party, and that the entity they represent has been duly formed, is validly existing, and is qualified to do business in the jurisdictions in which they conduct business.
 - f. Counterparts. Each Service Order may be executed in one or more counterparts (including by facsimile or other electronic means), each of which shall be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Agreement.
 - g. Taxes. Each party shall be fully responsible for the payment of any and all taxes required by law to be paid by that party. Neither party shall be responsible for the payment of taxes imposed on or against the net income of the other party.
 - h. No Agency. This Agreement does not render either party the agent or legal representative of the other, nor does it create a partnership or joint venture between the parties. Neither party shall have any authority to bind the other party in any manner whatsoever.
 - i. Remedies Cumulative. The rights and remedies afforded to the Parties herein are, unless otherwise noted, cumulative rather than exclusive. Notwithstanding the preceding, in no event shall School District's remedies exceed the limitation of SP's liability set forth in paragraph 8.a. above.
 - j. Survival. The rights and obligations of the parties under Sections 2 (but only to the extent of charges due and owing that remain unpaid as of the effective date of termination), 4, 6, 7, 8, and 10 of this Agreement shall survive the expiration or earlier termination of this Agreement.
 - k. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of School District's permitted successors and assigns. Upon providing notice to School District, SP may assign part or all of this Agreement to another party. The Agreement shall be binding upon and inure to the benefit of SP's successors and assigns.
 - l. Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by fax (with written confirmation of receipt), provided that a copy is mailed by certified or registered mail, return receipt requested, or (iii) when received by the addressees if sent by a nationally recognized express delivery service (which delivery confirmed by tracking number), in each case to the appropriate addresses and fax numbers set forth below, or to such other addresses or fax numbers as a party may designate by notice to the other party:

SP:

Shoutpoint, Inc.
4695 MacArthur Court, Suite 930
Newport Beach, CA 92660
Attn: Jamie Christiano
Fax (949) 660-0531

SCHOOL DISTRICT:

Independent School District 709 (Duluth)

Set forth in Service Order