

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, July 12, 2022

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting** - Marsh & McLennan Agency for commercial insurance renewal (agenda item 3.H). Representative Dee Ann Briegel from Marsh & McLennan Agency will be attending the July HR/Finance Committee to present information regarding the commercial insurance renewal including premiums, policy changes, coverages, etc.
2. **Department Reports**
 - A. **Human Resources**
 - 1) HR Monthly Department Summary Report 3
 - B. **Business Services**
 - 1) Finance Department Report - Verbal
 - a. Finance Education: Topic
 - 2) Enrollment Report - None (Reports will resume in October 2022)
 - 3) Child Nutrition Department Report 5
 - 4) Facilities Department Report 6
 - 5) Technology Department Report 9
 - 6) Transportation Department Report 10
3. **Recommended Resolutions**
 - A. HR-7-22-3892 - Date Correction - NCBA Union Contract - PLACEHOLDER 11
 - B. HR-7-22-3894 - Date Correction - Directors Union Contract - PLACEHOLDER 12
 - C. B-7-22-3903 - Acceptance of Grant Awards to Duluth Public Schools 13
 - D. HR-7-22-3904 - EEA Union Contract - PLACEHOLDER 14
 - E. HR-7-22-3905 - DWIAA Union Contract - PLACEHOLDER 15
 - F. HR-7-22-3906 - Clerical Union Contract - PLACEHOLDER 16

 - G. B-7-22-3907 - Resolution Authorizing a Development Agreement with the City of Duluth Regarding Central on the Hill Property 17
 - H. B-7-22-3908 - FY24 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 32
 - I. B-7-22-3909 - FY23 Commercial Insurance Renewal 53
4. **Consent Agenda**
 - A. HR Staffing Report 58
 - B. Finances

1) Financial Report - June financials will be provided at a later date (after audited)	
2) Fundraisers	61
C. Bids, RFPs, and Quotes	
1) Bid #1306 - Central High School Demolition	62
D. Contracts, Change Orders and Leases - None	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Summary of Harassment Complaints FY22	88
B. District Properties Update	89
C. Expenditure Contracts	92
D. No Cost Contracts - None	
E. Revenue Contracts	256
F. Grant Applications	271
G. Change Orders Signed - None	
H. Referrals to Policy Committee - None	

**Human Resources Report Summary
July 2022 Activities**

1) Staffing Updates:

Number of staffing changes Received by HR during the month of June. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	0	4
# Retirements	0	2
# Resignations	3	5
# Leave of Absences	7	6

2) HR Department Updates:

Amber Pietrusa was hired as an HR Assistant on July 5, 2022 and will serve as the front desk person in the Human Resources Office and will process all new hires and provide general support. Amber comes to the District with 17 years of experience at UnitedHealthcare and a wealth of benefits related knowledge. Amber also serves as the Head Girls Track Coach at Denfeld. We welcome her to the team.

Our Benefits Coordinator, Shana Vesel will resign in late July after securing a Benefits Coordinator position with Amazon. Shana served the District for almost 7 years and was responsible for administering and maintaining all District benefits, health & wellness programs, and processing all retirements and leaves. We are excited for her new opportunity and wish her well in her new position.

The District will be pursuing a contract with Teachers on Call to manage our substitute pool for licensed teachers, paraprofessionals, and early childhood education staff. In addition, we will be moving to electronic background checks for all employees and volunteers.

3) Benefits Updates:

Benefits staff are processing multiple COBRA continuation coverage elections due to retirements, resignations, non-renewal and end of appointments. The final Health Care Savings Plan severance letters will be distributed to recent retirees by the end of July. For the month of July, there is a Calm app Challenge - anyone who has previously signed up or signs up prior to July 31st will be in a drawing for a \$100 gift certificate to Infinity Massage and Wellness. Current percentage of eligible employees signed up for the app: 28.5%.

4) Hiring Updates:

Through 07/08/2022, we have posted 193 Certified positions. Of those postings, we have extended offers to 88 with more happening everyday.

Through 07/08/22, we have posted 95 Paraprofessional positions for the 2022-23 school year. Of those postings, we have extended offers to 67 with more happening everyday.

Current Openings as of July 8, 2022:

Licensed:

Teachers, High School (2)

Teachers, Middle School (35)

Teachers, Special Education (9)

Non Licensed:

Administrative/Management (1)

Food Service (16)

Paraprofessionals (19)

5) Contract Negotiations:

Tentative Agreement reached with Executive Employees Association (EEA) on June 29, with membership voting to accept on July 6, 2022.

Tentative Agreement reached with Duluth District Wide Instructional Administrators Association (DDWIAA) on July 7, 2022. Membership will be voting next week.

Mediation for National Conference of Fireman and Oilers is scheduled for July 20, 2022. Main issues still open are addition of Field Engineer position, vacation and sick leave accrual process, minimum work hours for bus drivers, and wages.

Child Nutrition Report

June 2022

Human Resources Activity:

- **New Employees Hired:** ZERO
- **Promotions:** 1 Kerri Shea was promoted to the Production Manager at Denfeld Highschool
- **Employee Resignations/Retirements:** 1 Nam Ly – Homecroft Assistant

Jobs Open for Fall 2022

Denfeld	1 assistants
East	6 assistants
Lincoln Park	4 assistants
Lowell	3 assistant
Homecroft	1 assistant
Congdon Park	2 assistants
Ordean East	2 assistants
District-wide	2 assistants, 1 manager
Piedmont	1 assistant
Stowe	1 assistant
Subs	3 assistants

Meals and Food Production Activity: Summer Meals

Summer Meals are being served to all Children 18 and under. Current daily averages of meals are 150 Breakfast and 300 lunches. (counts based off of 9 days of data)

Facilities Management & Capital Project Status Report

June 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 241 work orders and are currently working on 192 open work orders.

Capital Construction

- Denfeld tower work is progressing well. It is a very difficult project but will result in the tower being maintenance free for an anticipated 40+ years.
- The Congdon Park window replacement project is going well and roughly half done.
- MWE has a small roof section that was completed last week. Metal parapet flashing work is almost done.
- New Denfeld SPED bathroom construction has started.
- **Ongoing Discussion with Legal Representation**
 - PSS Track Lane 1 Ponding Remediation is now at the bonding agent.
- **Construction Tasks “On The Hill”**
 - Work is ongoing in the existing Facilities building which is close to complete..
 - Site / Utilities work is well underway for the new DSC and Transportation Building.

Building Operations

- Operations staff have been performing an excellent job with summer cleaning. It’s not easy with all the summer programs and shorthanded with staff vacancies and vacations. We have an outstanding group of employees that have worked long hours / weeks to fill in as needed with short notice.
- There are 15 vacancies in the custodial operations ranks that we are working hard to fill.
- Gym floor refinishing is starting this week. We will have a two-person crew taking care of most of the gym floors as the building staff continue to deep clean the classrooms and other rooms in the schools.

Health, Safety & Environmental Management

- Playground inspections completed
 - Repairs will be conducted over the summer
- A repeater was ordered to correct radio signal issues at Lowell. It will be installed later this summer once we have an FCC license for the new radio frequency.
- OSHA citations received. There were a total of four violations. Two of these violations have been abated. The remaining two violations will be resolved during training at the beginning of the 22-23 school year. We have filed to extend the due date for abating these two violations.
 - Denfeld & East were cited for failure to train annually on Employee Right to Know
 - A petition to modify abatement date has been filed, we can resolve this issue during training at the beginning of the 22-23 school year
 - Garfield warehouse was cited for a missing guard on a tablesaw
 - The guard was replaced.
 - Transportation was cited for a mezzanine stairway railing that was out of code
 - The stairway was ultimately removed as the mezzanine is rarely used

Facilities Management & Capital Project Status Report June 2022

Health, Safety & Environmental Management - continued

Workers' Compensation Activities

June 2022

- First report of incidents:----- 6
- OSHA recordable incidents:----- 2
- Days away from work:----- 14
- Days of restricted work:----- 14


2022 YTD Incidents (January 1, 2022 - December 31, 2022)

- First report of incidents:----- 97
- OSHA recordable incidents:----- 19
- Days away from work:----- 123
- Days of restricted work:----- 305

Memorandum

To: **Jill Lofald**
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: **Dave Spooner** 
Manager of Facilities

Date: **July 8, 2022**

Re: **FY22 Bond Funded Projects**

Please find below projects that will or have been funded by the bond fund dedicated for this purpose:

FY 22 - STC Annex - \$207,610.88


Technology Department - June Report (6/1 - 6/28)

- **Cybersecurity**

- Google Security

- Gmail

- 782K Emails Messages Accepted/Delivered 


- 949K were identified as Spam 


- 8.2K were identified as Phishing 


- 8.2K were identified as Spoofing 


- 0 emails were identified as Malware


- Account Information

- 6,168 Active Accounts  (Accounts for students under 13 get disabled until we get parental consent)

- 24.76TB of storage 

- 424.9.1K Files shared externally 

- 71 Suspicious login attempts 

- 2.7k Failed user login attempts 

- Data Loss Prevention (DLP) policy

- 12 High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- None at this time


- Near future


- Phone PRI/SIP line services. Currently Nextara


- Data Center Co-location services. Currently Involta


- E-Rate Network Switches, district wide

- **Technology Help Desk Tickets (6/1 - 6/28)**


- 308 New Technology Support Tickets Created  (25%)

- 311 Tickets were resolved  (16%)

- 578 Tickets remain unresolved  (2%)

- 306 Unresolved tickets for Chromebook repairs (Last month 253) 

- 16h 30m Average 1st response time  (21%)

- 56h 594m Average resolution time  (17%)

- **Projects**

- Installation of the new Dell Precision Workstations for the two FabLabs and the Graphic Arts Lab at the two high schools. The new systems will be upgraded to their 5 year old ones.

- Installation of the new Dell Optiplex 3090 desktop systems across the district. We are upgrading Dell Optiplex roughly half of our 8-10 year old systems

- Imaging all Windows 10 systems across the district to meet our Cyber Insurance Policy requirements. We need to remove or isolate/segment all none supported software/devices.

Transportation Report June 2022 Activities

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

The Transportation department uses Versatrans as its student transportation software. The department is busy building and/or updating about 434 routes, many field trips and coordinating with Voyageur. We are building and implementing summer routing in coordination with program leaders (ESY, Excel, Day Treatments etc.) We are still waiting on some programs to get us information so we can build those routes. There are *many* updates daily.

- 65 trips happened in June, 2022
- 6 trip cancellation in June, 2022
- 10 scheduled so far for July, 2022

There have been no recently hired drivers. COVID continues to be a concern, due to quarantine time.

As of February 7th 2022, the FMCSA has instituted the ELDT program for entry level drivers. This is a far more complex system than the previous and has required that Steven Johnson take lead on training since this is a new system and the protocol needs to be set. Also, since the ELDT requires that anyone training other drivers have a license the same or better than the one they are teaching for, this has removed a trainer as our router/trainer (Tobin) has not made that deadline.

OSHA inspection found problem with stairs and we have had them removed.

In terms of COVID response, drivers have access to a Hudson sprayer with Virex to be used between routes for disinfection. Additionally, they have alcohol wipes for their own disinfection purposes. All drivers have access to two electrostatic sprayers as well.

The Transportation Department is still waiting on one engine replacement. We anticipate the upcoming approval of two buses as the order has been received by the vendor.

Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.). Maintenance on non-transportation vehicles "under 5" has begun. A&B scheduled maintenance inspection continues as well. Preps are underway for a State inspection coming early August.

The average fleet age is 7.2 years. Current average mileage is 71,032 (goal is 50,000 – 60,000).

RESOLUTION

NCBAA BARGAINING AGREEMENT

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and NCBAA Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

*PLACEHOLDER

RESOLUTION

Directors Bargaining Agreement

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Directors' Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**PLACEHOLDER

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant in accordance with the donor’s terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Northern Regional Implementation Project PBIS	Jacob Laurent - Climate Coordinator	DW	\$5,000	To support district, work around supporting and maintaining PBIS, as well as assistance in onboarding new schools. Will have to submit a budget on how the money was spent and have a District PBIS Team.

RESOLUTION

Executive Employees Association Bargaining Agreement

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Executive Employees Association Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**PLACEHOLDER

RESOLUTION

Duluth District-Wide Instructional Administrators' Association Bargaining Agreement

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Duluth District-Wide Instructional Administrators' Association Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**PLACEHOLDER

RESOLUTION

Education Minnesota Duluth Clerical Bargaining Agreement

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Education Minnesota Duluth Clerical Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2021 to June 30, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**PLACEHOLDER

RESOLUTION

**Authorizing a Development Agreement
With the City of Duluth Regarding
Central on the Hill Property**

WHEREAS, the School District is in the process of platting the Central on the Hill property and conducting site redevelopment activities on such property; and

WHEREAS, the City of Duluth Planning Commission approved the School District's proposed plat, subject to certain conditions, one of which requires the School District to enter into a Development Agreement with the City of Duluth, that provides that the School District construct certain road, public utilities, sidewalk and storm water improvements and demolish the existing Central High School building on the hill; and

WHEREAS, City officials and District Administration have negotiated such a Development Agreement, the form of which has been provided to the School Board (the "Development Agreement").

NOW, THEREFORE, Be It Resolved, the School Board of Independent School District No. 709 (Duluth) hereby approves the Development Agreement and authorizes the School Board Chair and the Clerk to execute the Development Agreement and all other documents required for implementing the terms and conditions of the Development Agreement.

DEVELOPMENT AGREEMENT

between

CITY OF DULUTH

and

INDEPENDENT SCHOOL DISTRICT NO. 709

Dated as of _____, 2022

DEVELOPMENT AGREEMENT

THIS AGREEMENT, effective as of the date of attestation hereof by the City Clerk, by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota ("City"), and Independent School District No. 709 ("Developer").

RECITALS

WHEREAS, Developer proposed to replat and cause to be redeveloped approximately 80 acres of land located on multiple parcels at 800 East Central Entrance Duluth, Minnesota, with the complete legal description attached hereto as Exhibit A (the "Property"); and

WHEREAS, Developer applied to City for approval of a preliminary plat and a final plat to divide the Property into two development lots identified on the Plat of Central Overlook (Block 1, Lots 2, and 3 and Block 2, Lot 1 (the "Third Party Development Property"), and Block 1, Lot 1 (the "District Development Property"), as hereinafter defined; and

WHEREAS, Developer desires to conduct site redevelopment activities on the Property of the hereinafter-described Project: demolition of existing Central High School building, which is located on the Property and the construction of the hereinafter described Required Improvements, all in preparation of the Developer's construction of two (2) large structures (transportation, district services center and renovation of an existing structure) (the "Project"); and

WHEREAS, Developer plans to sell the Third Party Development Property to an entity which may construct at a future date UDC compliant developments; and

WHEREAS, on November 9, 2021, the City Planning Commission approved the Plat subject to certain conditions, one of which required Developer to enter into a Development Agreement with City; and

WHEREAS, Developer has agreed to dedicate to the public for public use the drainage, utility, and right of way easements shown on the Plat, and to construct the Required Improvements as described in the hereinafter-referenced MOU; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties covenant and agree for themselves and their successors and assigns as follows:

AGREEMENT

1. Definitions. The following term and phrases shall have the meanings hereinafter ascribed to them:
 - A. **Building:** shall mean the existing Central High School building located on the Property.
 - B. **Easements:** shall mean easements as shown and legally described on the Plat.
 - C. **District Development Property:** means Block 1, Lot 1 as identified on the Plat of Central Overlook.
 - D. **Lots:** shall mean the lots as shown and legally described on the Plat.
 - E. **Memorandum of Understanding or MOU:** shall mean that Memorandum of Understanding entered into between the City's City Engineer and Developer for the construction and implementation of the Required Improvements.
 - F. **Plans:** shall mean the plans and specifications for the construction and installation of all elements of the Required Improvements approved by the City Engineer and incorporated into the MOU.
 - G. **Plat:** shall mean the Plat of Central Overlook on file in the office of the County Recorder for St. Louis County, Minnesota, as shown in Exhibit A Proposed Final Plat.
 - H. **Project:** shall mean the dedication of easements for the Required Improvements, as shown on the Plat and MOU, the construction of the Required Improvements, the demolition of the Building, and the construction of two (2) large structures (transportation and district services center) and renovation of a third building located on the District Development Property.

- I. Public Utilities: means sewer, water, gas and stormwater improvements described in the Plans to be constructed in the Easements.
 - J. Property: shall mean that property referenced on Exhibit A attached hereto and made a part hereof, and consists of the District's Development Property and the Third Party Development Property.
 - K. Required Improvements: shall mean the Road Improvements, the Sidewalks, Public Utilities and the implementation of the Stormwater Management Plan, all in accordance with the MOU.
 - L. Road Improvements: shall mean the construction of the public roads to City Engineering standards, all as shown on the Plans.
 - M. Stormwater Improvements: shall mean the Stormwater Management Plan and the drainage easements as shown on the Plans.
 - N. Sidewalks: shall mean all public sidewalks as shown on the Plans.
 - O. Stormwater Management Plan: shall mean that Plan conforming to the requirements of § 50-18.1 E of the Duluth City Code, 1959, as amended, as such plan is approved as part of the MOU.
 - P. Third Party Development Property: means Block 1, Lots 2, and 3 and Block 2, Lot 1 as identified on the Plat of Central Overlook.
 - Q. Third Party Project: means a future development on the Third Party Development Property, to be developed by a purchaser of such property, and not by Developer. It is anticipated that such purchaser will enter into a separate memorandum of understanding and/or a development agreement with the City and City Engineer to govern the Third Party Project.
2. Developer's Duty and Compliance. Development of the Project must be in compliance with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota. Developer shall be responsible for obtaining all approvals and permits of any kind required to implement the Project from any governmental agency having jurisdictions with regard thereto, including but not limited to roadway access

permits, wetland permits, storm water management permits, utility construction permits, fill and grading permits, erosion and sediment control permits, and building permits. Developer agrees to include in any purchase and sale agreement of the Third Party Development Property that such purchaser must present its development plans to the City's planning department and such plans must comply with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota.

3. Recording of Plat: The Developer shall have caused to be recorded with the St. Louis County Recorder the fully-executed Plat and shall provide to the City's Director of Planning and Economic Development (the "Director") and the City Engineer two signed copies of Plat along with evidence of recording of the Plat; the City agrees that when requested to execute the Plat in the form approved by the Planning Commission, it shall expeditiously so execute it.

4. Pre-conditions to Issuance of Certificates of Occupancy: Developer agrees that prior to seeking the issuance of a Certificate of Occupancy, or as hereinafter set forth, the following shall have been completed:

A. Recording of Agreement: Developer shall have caused this Agreement to have been recorded against the District's Development Property in the Office of the County Recorder and Registrar of Titles for St. Louis County, Minnesota and shall have caused evidence of such recording to have been presented to the Director, such recording of this Agreement shall be completed within 30 days of the date this Agreement is fully executed by the parties hereto.

B. Plans: Developer shall have prepared and filed with the Director Plans which have been approved by the City Engineer; such Plans have been prepared, filed and approved as of the date hereof.

C. MOU: Developer shall have entered into MOU in the form acceptable to the City Engineer committing to the design and construction of the Required Improvements. Said MOU shall specifically provide that the City will not accept as "public" any of the Required Improvements unless all such improvements

described in the MOU have been completed to the satisfaction of the City Engineer. Such MOU has been completed as required herein.

D. Required Improvement Security. Developer shall have provided financial security in the form of an irrevocable Letter of Credit, cash escrow, or such other form as is acceptable to the Director in the amount of not less than \$10,000 to guarantee completion of construction of the Required Improvements in conformance with the requirements of this Agreement and the MOU, and authorizing the Director to exercise said security and to use the proceeds to complete construction of the Required Improvements if the Developer has not completed such Required Improvements before July 1, 2023.

E. Demolition: Developer expects to enter into a contract to demolish the Building on or about July 29, 2022 which will require demolition of the Building and site restoration to be completed by June 30, 2023. Developer agrees to require the demolition contract to provide payment and performance bonds for such demolition project. Further, the District shall require in the demolition contract that the City is named as an additional obligee under the payment and performance bonds.

F. Demolition by City: In the event that the demolition and site restoration work referenced in Subparagraph E above has not been completed by October 30, 2023, City shall have the right to exercise the bond referenced in that Subparagraph, and to cause said demolition and site restoration work to be completed.

5. Developer's Duty and Compliance. Development of the Project must be in compliance with all applicable ordinances, rules, regulations and laws of the City and State of Minnesota. Developer shall be responsible for obtaining all relevant governmental approvals and building permits required.

6. Financing. Developer assumes all risks and agrees to bear all costs and fees related to the design and construction of the demolition of Central High School and all Required Improvements.

7. Property Conveyance and Easements. Developer agrees to convey and to dedicate to the City in trust for the general public the Easements. Developer warrants and represents to City that it has marketable fee title to the Property free and clear of all mortgages, liens and other encumbrances.

8. Sidewalk Maintenance: Developer shall be solely responsible for the maintenance, repair and reconstruction, including snow removal as necessary of the Sidewalks during the term of this Agreement.

9. Inspections. All Required Improvements shall be made in accordance with applicable City construction design standards and specifications and shall be subject to the inspection by and approval of the City. Developer hereby grants City, its agents, employees and contractors a limited license to enter the Property and perform all inspections which the Director in the exercise of his or her reasonable discretion deems appropriate in connection with this Agreement.

10. Developer's Default. In the event Developer fails to comply with or perform any terms, conditions, undertakings, or obligations under this Agreement, which is not cured following thirty (30) days' written notice from the City, or such longer period of time as may be reasonably required to cure such default, provided Developer is proceeding with diligence to cure such default, the parties hereto agree that no award of damages to City could constitute an adequate remedy for such default. Therefore, City may, in addition to and not in lieu of any other remedies or rights available to it by law or equity:

a. Institute an action for specific enforcement to compel Developer to perform any or all of its obligations under this Agreement. Developer acknowledges that the rights of City to performance of the obligations of Developer pursuant to this Agreement are special and unique, and that, in the event Developer violates, fails or refuses to perform any condition, agreement or provision herein, City may be without an adequate remedy at law.

b. Exercise any other remedy available to the City in law or in equity. No remedy conferred in this Development Agreement is intended to be exclusive. The election of any one or more remedies shall not constitute a waiver of any

other remedy. City may, but is not obligated to, exercise any of the remedies referred to in this paragraph.

11. Insurance. Developer agrees to purchase and maintain, during the term of this Agreement, insurance in the form of Workers Compensation and Employers Liability, Commercial General Liability and Automobile Liability covering operations associated with the Required Improvements and the Project, and Property insurance covering real and personal property interests at or near the Property, with the following limits:

Workers' Compensation	Statutory (MN)
Employers' Liability	\$1,500,000
Auto Liability (owned, hired and non-owned)	\$1,500,000
Commercial General Liability (including Contractual Liability)	
Each Occurrence	\$2,000,000
Aggregate	\$4,000,000
Property Insurance	To Replacement Value

Prior to commencement of construction, Developer agrees to deliver to the City a Certificate of Insurance, naming the City as an Additional Insured, as evidence that the above coverages are in full force and effect.

12. General Indemnity. During the term of this Agreement, Developer agrees that it shall defend, indemnify and hold harmless City and its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of City or Developer, by reason of death of or injury to person or persons or the loss of or damage to property arising out of Developer's performance of its obligations under this Agreement, except to the extent caused exclusively by the willful misconduct or negligence of the City, or someone acting on its behalf, or a breach of this Agreement by the City. On ten (10) days written notice from City, Developer will appear and defend all lawsuits against City relating to or arising from such injuries or damage.

13. Environmental Indemnity. During the term of this Agreement, Developer agrees that it shall defend, indemnify and hold harmless City and its officers, agents, servants

and employees from and against any liability, loss, damage, fine, judgment, penalty, fee, cost, interest, or expense arising out of any condition on the property relating in any way to the environment, preservation or reclamation of natural resources, the presence, management, release or threatened release of any Hazardous Material (any and all explosive or radioactive substances or wastes and hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any environmental law) or to health and safety matters.

14. Notices. Any notice, demand or other communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

In the case of the City: City of Duluth
 Attn: Director of Planning and Economic Development
 411 West First Street, Room 160
 Duluth, MN 55802

In the case of Developer: ISD 709
 Attn: David J. Spooner, C.P.E., Manager of Facilities
 215 North 1st Ave East
 Duluth, MN 55802

15. Binding Effect. This Agreement shall be deemed to run with the land and shall inure to the benefit of the parties hereto and to their successors and assigns.

16. Term. The term of this Agreement shall commence upon the date of attestation by the City Clerk and this Agreement and the MOU shall terminate upon the date the Director and City Engineer have certified in writing that demolition of Central High School and the Required Improvements required under this Agreement and the MOU have been completed and/or constructed in accordance with the requirements herein contained and contained in the MOU and Developer has conveyed such property and dedicated the Easements as are required hereunder; provided, however, the Developer warranty set forth in paragraph 15 of the MOU shall remain in effect for the two (2) year period set forth therein.

At Developer's request, the City will issue a written certificate of completion in recordable form acknowledging that the demolition of Central High School and the construction of the Required Improvements have been completed and that this Development Agreement is terminated.

17. Assignment. Developer may not assign this Agreement without the written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed, provided, however, that Developer may assign this Agreement to an entity controlling, controlled by or under common control with the Developer or its owners and shall provide the City with notice thereof.

18. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and all questions concerning the meaning, intention or validity of the terms of this Agreement, as well as the performance of the parties hereto, shall be determined and resolved in accordance therewith. The Parties agree to submit to the exclusive jurisdiction of the State and Federal Courts sitting in St. Louis County, Minnesota, and waive any objections to such location based on jurisdiction, venue or inconvenient forum.

19. Construction of Agreement. Developer and City have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

20. Severability. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

21. Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH,
a Minnesota Municipal Corporation

By _____
Emily Larson
Its Mayor

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Emily Larson, the Mayor of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

By _____
Its City Clerk

(date)

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Ian B. Johnson, the Acting City Clerk of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

Countersigned:

Its Auditor

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

Approved:

Its Assistant City Attorney

STATE OF MINNESOTA)
)ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of the City of Duluth, Minnesota, a municipal corporation under the laws of the State of Minnesota.

Notary Public

INDEPENDENT SCHOOL DISTRICT NO. 709

By _____
Its Chair

By _____
Its Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ and _____, the Chair and Clerk, respectively, of Independent School District No. 709, an independent school district under the laws of the State of Minnesota.

Notary Public

This instrument drafted by:

Robert E. Asleson
Assistant City Attorney
411 West First Street
Room 440 City Hall
Duluth, MN 55802
(218) 730-5490

M:\DOCS\05953\000085\AGM\1AT170706.DOCX

EXHIBIT A
Legal Description of the Property (proposed)

Block 1, Lots 1, 2, and 3, and Block 2, Lot 1, Central Overlook, St. Louis County,
Minnesota.

RESOLUTION
FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair

School Board Clerk

Resolution B-7-22-3908

July 19, 2022

ISD
707
609

Duluth Public Schools

FY 2024

LONG-TERM
FACILITIES
MAINTENANCE
TEN-YEAR PLAN

JULY 19, 2022



Fiscal Year (FY) 2024 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

General Information: Minnesota school districts, intermediate school districts, cooperative districts, applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2021, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2022. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

Identification Information

Name of District or Cooperative: Duluth Public Schools	District Number and Type: 709	Date Submitted: 7/19/2022
--	---	-------------------------------------

Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2021, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2024 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2021, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2024 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2021, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2021, section 123B.595, subd. 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.411, subd. 3[2021]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2021]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

Certification of Statement of Assurances

Signature – Must be signed by Superintendent or Cooperative Director: 	Name – Superintendent or Cooperative Director (Please print) John Magas	Date: 7/19/2022
--	---	---------------------------

RESOLUTION
FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2024 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

School Board Chair

School Board Clerk

Resolution #

July 19, 2022

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

FY 2024 APPROVAL YEAR

Presented to the Duluth School Board

July 19, 2022

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

**All contents contained within are governed by MN STATUTES, section
123B.595.**

CONTENTS

Administrative Summary

Section 1 Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

Section 2 Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

FY 2024 APPROVAL YEAR

Presented to the Duluth School Board

July 19, 2022

The School Board adopted the first Capital Facilities Plan, now known as the Long-Term Facilities Maintenance Ten-Year Plan, in February 1996. Projects are developed based on need after evaluation, and in some cases required by building official orders or recommended with input from the following:

1. The State Fire Marshal.
2. Proposals from building principals and staff related to their needs.
3. Projects identified through Facilities Management Department assessments.
4. Projects identified through District Administration or School Board directives.

The purpose of this plan is to create a comprehensive, consistent, and continuous means through which the District will identify and budget for projects required to preserve our facilities capacity, and provide functional, safe and healthy spaces for learning.

In the attached, FY-22 “Actual” is included for MDE reconciliation, and is current as of July 7, 2022; FY-23 is “Amended” to capture updated project planning. FY-24 is the project year that will be funded by action the School Board takes when approving and certifying the levy this December. Subsequent years are planned projects, however, this document is fluid and those planned projects are subject to change.

The Plan is generally formatted from left to right starting with the identification of the building to which the project is associated:

- Under the column heading “SITE,” the building name is listed.
- Next, under the column heading “WORK ITEM DESCRIPTION” the project is further defined.
- Projects are categorized by Finance Code per MDE and are: 347=Physical Hazards, 349=Other Hazardous Materials, 352=Environmental Health and Safety Management, 358=Asbestos Removal and Encapsulation, 363= Fire Safety, 366= Indoor Air Quality, 367= Accessibility, 368= Building Envelope, 369= Building Hardware and Equipment, 370= Electrical, 379= Interior Surfaces, 380= Mechanical Systems, 381= Plumbing, 382= Professional Services and Salary, 383= Roof Systems, 384= Site Projects.
- The Fiscal Year or budget year at the top of a page (FY) identifies when the project is proposed to occur. FY23 encompasses July 1, 2022 to June 30, 2023; FY24 encompasses July 1, 2023 to June 30, 2024, and so on.
- Eligible projects are “...deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities...”
- Capital expenditures are defined as projects that exceed \$10,000. Maintenance projects are

identified items of \$10,000 or less. Merriam Webster dictionary defines “maintain” as a verb: to keep in an existing state (as of repair, efficiency, or validity): preserve from failure or decline. Minnesota Statutes, section 123B.595 language makes eligible deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities.

- Cost figures shown are best estimates and will be refined with further investigation and design. Estimates generally include a 10 percent escalation for contingency.

Other facilities information to consider relative to the plan:

1. The current replacement value of the District’s capital facilities infrastructure is estimated at roughly **\$675 million dollars**. The District maintains approximately 1.75 million square feet of building floor area. Recent construction experience indicates our school facilities would cost approximately \$300 per square foot to rebuild. If provided with proper maintenance and repair, it is reasonable to expect that most of the Duluth school buildings will provide adequate educational program space for a total of at least 50 to 75 years.
2. The current average age of the District's facilities is approximately 33 years considering only those buildings currently used by the District.
3. Generally accepted guidelines indicate the average annual maintenance and repair budget for a typical school in Minnesota should be approximately \$2 to \$3 per square foot per year. With this basis applied to all of our facilities, the District should be spending roughly between **\$3.4 and \$5.25 million per year** on maintenance and repair factoring a 50 year service life.

Per MDE LTFM Guidelines for July 2022 Submission:

Information from this year’s plan submission will be used to determine initial LTFM aids and levies for fiscal year (FY) 2024 and to adjust LTFM revenues for FY 2022 and FY 2023.

The expenditure ten-year spreadsheet summarizes the district’s planned expenditures eligible for LTFM revenue for Fiscal Year FY 2022 (base year) – FY 2032 by UFARS finance code. As FY 2022 is a revised estimate for the ten-year plan approved and levied for last year, districts should focus primarily on updating the planned expenditures for FY 2023 and FY 2024. Planned expenditures for FY 2025 through FY 2032 may be preliminary projected estimates. Data for FY 2022 may also be revised in the spreadsheet to reflect preliminary, actual expenditures.

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/04/2022																
709 <= Type in School District Number																				
DULUTH PUBLIC SCHOOL DISTRICT					Change only															
Calculations for Ten Year Projection				Pay 22	if requiring levy	Payable 2022	Current Estimate													
				LLC #	FY 2022	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032				
1 Type your district number in cell A2 (Minneapolis = 1.2)																				
2 Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b																				
3 Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33																				
4 Look-up data from following tabs																				
5 Initial Formula Revenue																				
6	Current year APU	57		8,656.40	8,757.22	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30				
6a	Additional Pre-K Pupil Units (line 19 of Pre-K application)																			
6b	Total Adjusted Pupil Units = (6) + (6a)				8,757.22	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30				
7	District average building age (uncapped)	451		47.56	47.56	48.56	49.56	50.56	51.56	52.56	53.56	54.56	55.56	56.56	57.56	58.56				
8	Formula allowance			\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00				
9	Building age ratio = (Lesser of 1 or (7) / 35)	452		1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000				
10	Initial revenue = (6) * (8) * (9)	453		3,289,432	3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795				
11 Added revenue for Eligible H&S Projects > \$100,000 / site																				
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	702			-	-	-	-	-	-	-	-	-	-	-	-				
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	756			-	-	-	-	-	-	-	-	-	-	-	-				
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	701			-	-	-	-	-	-	-	-	-	-	-	-				
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	755			-	-	-	-	-	-	-	-	-	-	-	-				
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab				-	-	-	-	-	-	-	-	-	-	-	-				
16b	New debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue				-	-	-	-	-	-	-	-	-	-	-	-				
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	767			-	-	-	-	-	-	-	-	-	-	-	-				
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site	455			-	-	-	-	-	-	-	-	-	-	-	-				
19	Total additional revenue for eligible H&S projects > \$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	456			-	-	-	-	-	-	-	-	-	-	-	-				
Added revenue for Pre-K remodeling (for VPK approvals only)																				
20a	Net debt service for bonds approved for Pre-K remodeling	768			-	-	-	-	-	-	-	-	-	-	-	-				
20b	Pay as you go for projects approved for Pre-K remodeling	457			-	-	-	-	-	-	-	-	-	-	-	-				
20c	Total Pre-K revenue				-	-	-	-	-	-	-	-	-	-	-	-				
20d	Total New Law Revenue (10) + (19) + (20c)	458			3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795				

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/04/2022												
709 <= Type in School District Number																
DULUTH PUBLIC SCHOOL DISTRICT																
Calculations for Ten Year Projection				Pay 22	Change only if requiring levy adjustments	Payable 2022 LLC Certification	Current Estimate									
	LLC #	FY 2022	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032			
Old Formula revenue																
21	459		400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
22	701			5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-	-	-
23				-	-	-	-	-	-	-	-	-	-	-	-	-
24	765			5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-	-	-
25	766			-	-	-	-	-	-	-	-	-	-	-	-	-
26	460	-		3,300,000	2,300,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000	1,975,000
27	463			-	-	-	-	-	-	-	-	-	-	-	-	-
27a	767			-	-	-	-	-	-	-	-	-	-	-	-	-
27b	769			2,161,541	4,545,765	2,190,300	2,190,195	-	-	-	-	-	-	-	-	-
28	466			-	-	-	-	-	-	-	-	-	-	-	-	-
29	467		10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	2,375,000	2,375,000	2,375,000	2,375,000	2,375,000	2,375,000	2,375,000
30	468		10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795
31	469		-	-	-	-	-	-	-	-	-	-	-	-	-	-
32	470		10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795
33	471		-	-	-	-	-	-	-	-	-	-	-	-	-	-
34	472		10,845,811	11,406,433	12,791,970	10,117,175	10,125,470	7,933,438	7,928,503	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795
Aid and Levy Shares of Total Revenue																
35	33		2020	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029			
36	54		103,656,849	103,656,849	113,158,057	117,684,380	122,391,755	127,287,425	132,378,922	137,674,079	143,181,042	148,908,284	154,864,615			
37	474		9,143.71	9,144.97	8,619.31	8,735.34	8,757.22	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30	8,586.30			
38	474		11,336.41	11,334.84	13,128.43	13,472.21	13,976.10	14,824.47	15,417.45	16,034.15	16,675.52	17,342.54	18,036.24			
39	475		9,596.79	9,596.79	10,491.16	11,673.33	12,421.51	12,918.00	13,435.00	13,972.00	14,531.00	15,112.00	15,716.00			
40	476		11,804.05	11,804.05	12,904.13	14,358.20	15,278.46	15,889.14	16,525.05	17,185.56	17,873.13	18,587.76	19,330.68			
41	477		96.04%	96.03%	100.00%	93.83%	91.48%	93.30%	93.30%	93.30%	93.30%	93.30%	93.30%			
42	478		3.96%	3.97%	0.00%	6.17%	8.52%	6.70%	6.70%	6.70%	6.70%	6.70%	6.70%			
43	473		3,289,432	3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795			
44	479		130,317	132,277	-	201,335	278,126	218,627	218,691	218,603	218,627	218,579	218,486			
45	481		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064			
46	482		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064			
47	485		10,068,747	10,629,369	12,014,906	9,340,111	9,348,406	7,156,374	7,151,439	2,485,731	2,485,731	2,485,731	2,485,731			
48	Debt Service Portion of Revenue (non-grandfather districts)															
49	765+766+767+768			5,544,893	5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-			
50	769			2,161,541	4,545,765	2,190,300	2,190,195	-	-	-	-	-	-			
50b				-	-	-	-	-	-	-	-	-	-			
51	770			7,706,433	10,091,970	7,742,175	7,750,470	5,558,438	5,553,503	-	-	-	-			
52	486			3,327,743	3,262,795	3,262,795	3,262,795	3,262,795	3,262,795	-	-	-	-			
53	488			132,277	-	201,335	278,126	218,627	218,691	-	-	-	-			
54	489			3,195,465	3,262,795	3,061,460	2,984,669	3,044,168	3,044,104	-	-	-	-			
55	490			4,378,690	6,829,175	4,479,380	4,487,675	2,295,643	2,290,708	-	-	-	-			
56	General Fund Portion of Revenue (non-grandfather districts)															
57	491			3,700,000	2,700,000	2,375,000	2,375,000	2,375,000	2,375,000	3,262,795	3,262,795	3,262,795	3,262,795			
58	492			-	-	-	-	-	-	3,262,795	3,262,795	3,262,795	3,262,795			

FY 24 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/04/2022														
709 <= Type in School District Number																		
DULUTH PUBLIC SCHOOL DISTRICT					Change only													
<i>Calculations for Ten Year Projection</i>				Pay 22	if requiring levy	Payable 2022	Current Estimate											
		LLC #		FY 2022	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032			
59	Total General Fund Aid = (46) - (53)	493				644,786	777,064	575,729	498,938	558,436	558,373	777,064	777,064	777,064	777,064			
60	General Fund Equalized Levy = (58) * (41)	494				-	-	-	-	-	-	3,044,192	3,044,168	3,044,216	3,044,309			
61	General Fund Unequalized levy = (57) - (58)	495				3,700,000	2,700,000	2,375,000	2,375,000	2,375,000	2,375,000	-	-	-	-			
62	Total General Fund Levy = (60) + (61)	496				3,700,000	2,700,000	2,375,000	2,375,000	2,375,000	2,375,000	3,044,192	3,044,168	3,044,216	3,044,309			
Notes: 1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid. 2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan. 3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.																		

	Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413	Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only	ED - 02478-08
--	--	---	---------------

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information
District Name:	Duluth Public Schools	Date:	7/19/2022
District Number:	709	Email:	David.spooner@isd709.org
District Contact Name:	David J. Spooner		
Contact Phone #	218-336-8907		

		Fiscal Year (FY) Ending June 30											
Expenditure Categories		2022 (base year)	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.													
Finance Code	Category (1)												
347	Physical Hazards	\$111,093	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	
349	Other Hazardous Materials	\$30,403	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	
352	Environmental Health and Safety Management	\$136,954	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	
358	Asbestos Removal and Encapsulation	\$22,754	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	
363	Fire Safety	\$76,499	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	
366	Indoor Air Quality	\$0	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	
Total Health and Safety Capital Projects		\$377,703	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year												\$4,377,703	
Finance Code	Category (2)												
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Health and Safety Capital Projects \$100,000 or More		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151													
Finance Code	Category (3)												
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Remodeling for Approved Voluntary Pre-K Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Accessibility													
Finance Code	Category (4)												
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Accessibility Projects		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Deferred Capital Expenditures and Maintenance Projects													
Finance Code	Category (5)												
368	Building Envelope	\$718,683	\$913,844	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
369	Building Hardware and Equipment	\$8,910	\$0	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
370	Electrical	\$14,396	\$200,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
379	Interior Surfaces	\$79,171	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	
380	Mechanical Systems	\$52,406	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
381	Plumbing	\$15,415	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
382	Professional Services and Salary	\$1,260,655	\$1,954,720	\$1,935,000	\$1,900,000	\$1,900,000	\$1,900,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	
383	Roof Systems	\$1,502,266	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
384	Site Projects	\$45,207	\$195,493	\$1,200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Deferred Capital Expense and Maintenance		\$3,697,110	\$3,339,057	\$4,110,000	\$1,975,000	\$1,975,000	\$1,975,000	\$2,175,000	\$2,175,000	\$2,175,000	\$2,175,000	\$2,175,000	
Total Annual 10-Year Plan Expenditures		\$4,074,813	\$3,739,057	\$4,510,000	\$2,375,000	\$2,375,000	\$2,375,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000	
Fund Balance Section												\$27,946,167	\$32,323,869.82
Fund 01													
	Beginning Fund Balance 01-467-XX	\$1,993,595	\$1,400,345	\$1,361,288	-\$448,712	-\$448,712	-\$448,712	-\$448,712	-\$648,712	-\$848,712	-\$1,048,712	-\$1,248,712	
	LTFM Fiscal Year Revenue - Levy	\$3,481,563	\$3,700,000	\$2,700,000	\$2,375,000	\$2,375,000	\$2,375,000	\$2,375,000	\$2,375,000	\$2,375,000	\$2,375,000	\$2,375,000	
	LTFM Fiscal Year Revenue - AID if Applicable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Transfer OUT if applicable - Special Legislation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Estimated Fiscal Year Expenditures	\$4,074,813	\$3,739,057	\$4,510,000	\$2,375,000	\$2,375,000	\$2,375,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000	
Ending Fiscal Year Fund Balance 01-467-XX		\$1,400,345	\$1,361,288	-\$448,712	-\$448,712	-\$448,712	-\$448,712	-\$648,712	-\$848,712	-\$1,048,712	-\$1,248,712	-\$1,448,712	
Fund 06													
	Beginning Fund Balance 06-467-XX	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Fiscal Year Bonded Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Fiscal Year Revenue Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	Other Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	LTFM Estimated Fiscal Year Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Ending Fiscal Year Fund Balance 06-467-XX		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

ISD
607
9

Duluth Public Schools

FY 2024

LONG-TERM
FACILITIES
MAINTENANCE
TEN-YEAR PLAN

JULY 19, 2022

SECTION 1

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY YEAR
JULY 1, 2021 TO JUNE 30, 2032
PENDING DULUTH SCHOOL BOARD APPROVAL JULY 19, 2022

BUDGET YEAR - ACTUAL FY22 AS OF JULY 7, 2022 (INCLUDED FOR REFERENCE)

SITE	WORK ITEM DESCRIPTION	PRELIMINARY ACTUAL COST AS OF JULY 7, 2022
	HEALTH & SAFETY LEVY 2020 (PAY 2021)	\$400,000.00
DISTRICT WIDE	Health and Safety Management	\$136,954
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$240,749
	HEALTH & SAFETY TOTAL	\$377,703
	LTFM DEFERRED MAINTENANCE LEVY 2020 (PAY 2021)	\$3,300,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,112,288
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$170,419
DISTRICT WIDE	District Wide Deferred Interior Painting	\$71,625
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$369,510
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$326,938
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$5,440
EAST HS	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	\$1,289,583
MYERS-WILKINS	Replace failed rubber roof north addition	\$208,104
ORDEAN EAST	Exterior Door Replacement wood to aluminum	\$143,203
	LTFM DEFERRED MAINTENANCE TOTAL	\$3,697,110
	LTFM TOTAL LEVY	\$3,700,000
	TOTAL FY22 LTFM EXPENDITURES	\$4,074,813

BUDGET YEAR - AMENDED FY23

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2021 (PAY 2022)	\$400,000
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2021 (PAY 2022)	\$3,300,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
HEMECROFT	Replace un-serviceable door hardware and electronic components	\$50,000
LAKEWOOD	Replace un-serviceable door hardware and electronic components	\$50,000
LOWELL	Replace un-serviceable door hardware and electronic components	\$50,000
LOWELL	Replace failed Bball hoops and bituminous	\$50,000
STOWE	Replace un-serviceable door hardware and electronic components	\$50,000
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$331,164
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$147,893
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$635,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$3,339,057
	LTFM TOTAL LEVY	\$3,700,000
	TOTAL FY23 LTFM EXPENDITURES	\$3,739,057

BUDGET YEAR **FY24 CURRENT BOARD APPROVAL YEAR**		
SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2022 (PAY 2023)	\$400,000
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2022 (PAY 2023)	\$2,300,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
STOWE	Wall Finishes: Paint Interior	\$150,000
CONGDON	Renovate playground and surrounding play surfaces	\$600,000
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$535,000
GARFIELD	Exterior Masonry Repair	\$250,000
OEMS	Turf Replacement	\$600,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$4,110,000
	LTFM TOTAL LEVY	\$2,700,000
	TOTAL FY24 LTFM EXPENDITURES	\$4,510,000

BUDGET YEAR FY25

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2023 (PAY 2024)	\$400,000
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)	\$1,975,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$1,975,000
	LTFM TOTAL LEVY	\$2,375,000
	TOTAL FY25 LTFM EXPENDITURES	\$2,375,000

BUDGET YEAR FY26

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2024 (PAY 2025)	\$400,000
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)	\$1,975,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$1,975,000
	LTFM TOTAL LEVY	\$2,375,000
	TOTAL FY26 LTFM EXPENDITURES	\$2,375,000

BUDGET YEAR FY27

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2025 (PAY 2026)	\$400,000
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)	\$1,975,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$1,975,000
	LTFM TOTAL LEVY	\$2,375,000
	TOTAL FY27 LTFM EXPENDITURES	\$2,375,000

BUDGET YEAR FY28

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2026 (PAY 2027)	\$400,000
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)	\$1,975,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$2,175,000
	LTFM TOTAL LEVY	\$2,375,000
	TOTAL FY28 LTFM EXPENDITURES	\$2,575,000

BUDGET YEAR FY29

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	HEALTH & SAFETY LEVY 2027 (PAY 2028)	\$400,000
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)	\$1,975,000
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$2,175,000
	LTFM TOTAL LEVY	\$2,375,000
	TOTAL FY29 LTFM EXPENDITURES	\$2,575,000

BUDGET YEAR FY30

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<i>HEALTH & SAFETY LEVY 2028 (PAY 2029)</i>	<i>\$400,000</i>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	<i>LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)</i>	<i>\$1,975,000</i>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$2,175,000
	LTFM TOTAL LEVY	\$2,375,000
	TOTAL FY30 LTFM EXPENDITURES	\$2,575,000

BUDGET YEAR FY31

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<i>HEALTH & SAFETY LEVY 2029 (PAY 2030)</i>	<i>\$400,000</i>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	<i>LTFM DEFERRED MAINTENANCE LEVY 2029 (PAY 2030)</i>	<i>\$1,975,000</i>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$2,175,000
	LTFM TOTAL LEVY	\$2,375,000
	TOTAL FY31 LTFM EXPENDITURES	\$2,575,000

BUDGET YEAR FY32

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<i>HEALTH & SAFETY LEVY 2030 (PAY 2031)</i>	<i>\$400,000</i>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	HEALTH & SAFETY TOTAL	\$400,000
	<i>LTFM DEFERRED MAINTENANCE LEVY 2030 (PAY 2031)</i>	<i>\$1,975,000</i>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	LTFM DEFERRED MAINTENANCE TOTAL	\$2,175,000
	LTFM TOTAL LEVY	\$2,375,000
	TOTAL FY32 LTFM EXPENDITURES	\$2,575,000

TOTAL HEALTH & SAFETY EXPENDITURES FY22-FY32	\$4,377,703
TOTAL LTFM DEFERRED MAINTENANCE EXPENDITURES FY22-FY32	\$27,946,167
TOTAL LTFM EXPENDITURES FY22-FY32	\$32,323,870

ISD
607
9

Duluth Public Schools

FY 2024

LONG-TERM
FACILITIES
MAINTENANCE
TEN-YEAR PLAN

JULY 19, 2022

SECTION 2

LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
PROJECTS BY SITE
JULY 1, 2021 TO JUNE 30, 2032
PENDING DULUTH SCHOOL BOARD APPROVAL JULY 19, 2022

CONGDON ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$369,510
	FY22 TOTAL	\$369,510
FY23	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$331,164
	FY23 TOTAL	\$331,164
FY24	Renovate playground and surrounding play surfaces	\$600,000
	FY25 TOTAL	\$600,000
	10 YR TOTAL	\$1,300,674.45

DENFELD HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$326,938
	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$5,440
	FY22 TOTAL	\$332,378
FY23	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$147,893
	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$635,000
	FY23 TOTAL	\$782,893
FY24	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$535,000
	FY30 TOTAL	\$535,000
	10 YR TOTAL	\$1,650,270.63

DISTRICT WIDE

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Health and Safety Management	\$136,954
	Environmental Health and Safety Projects District-Wide	\$240,749
	LTFM Compliant In District Employee Salary and Benefit	\$1,112,288
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$170,419
	District Wide Deferred Interior Painting	\$71,625
	FY22 TOTAL	\$1,732,035
FY23	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	FY23 TOTAL	\$2,375,000
FY24	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	FY24 TOTAL	\$2,375,000
FY25	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	FY25 TOTAL	\$2,375,000⁵⁰

DISTRICT WIDE

FY26	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	FY26 TOTAL	\$2,375,000
FY27	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	FY27 TOTAL	\$2,375,000
FY28	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	FY28 TOTAL	\$2,575,000
FY29	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	FY29 TOTAL	\$2,575,000
FY30	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	FY30 TOTAL	\$2,575,000
FY31	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	FY31 TOTAL	\$2,575,000
FY32	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	FY31 TOTAL	\$2,575,000
	10 YR TOTAL	\$26,482,034.99

EAST HS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	\$1,289,583
	FY22 TOTAL	\$1,289,583
	10 YR TOTAL	\$1,289,583

GARFIELD

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Exterior Masonry Repair	\$250,000
	FY24 TOTAL	\$250,000
	10 YR TOTAL	\$250,000

HOMECROFT ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	FY23 TOTAL	\$50,000
	10 YR TOTAL	\$50,000

LAKWOOD ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	FY23 TOTAL	\$50,000
	10 YR TOTAL	\$50,000

LOWELL ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	Replace failed Bball hoops and bituminous	\$50,000
	FY23 TOTAL	\$100,000
	10 YR TOTAL	\$100,000

MYERS-WILKINS ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Replace failed rubber roof north addition	\$208,104
	FY24 TOTAL	\$208,104
	10 YR TOTAL	\$208,104

ORDEAN MS

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Exterior Door Replacement wood to aluminum	\$143,203
	FY22 TOTAL	\$143,203
FY24	Turf Replacement	\$600,000
	FY22 TOTAL	\$600,000
	10 YR TOTAL	\$743,203

STOWE ES

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	FY23 TOTAL	\$50,000
FY24	Wall Finishes: Paint Interior	\$150,000
	FY24 TOTAL	\$150,000
	10 YR TOTAL	\$200,000

52
TOTAL 10 YR LTFM PROJECT EXPENDITURES **\$32,323,870**

Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2021-2022 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2022-2023 PROPOSED RENEWAL PREMIUMS
Package	Liberty		Liberty	
Property & Inland Marine		\$238,051		\$283,041
Crime		\$3,988		\$3,988
General Liability		\$74,016		\$77,633
School Leaders E&O		\$64,338		\$78,986
Law Enforcement Legal Liability		\$1,775		\$1,515
Automobile	Liberty	\$58,993	Liberty	\$61,524
Workers' Compensation	Dakota Truck	\$566,607	Dakota Truck	\$474,654
Umbrella	Liberty	\$23,135	Liberty	\$23,308
Subtotal w/o Cyber		\$1,030,903		\$1,004,649
Cyber	Beazley	\$55,130.00	Beazley	\$75,000.00
Surplus Lines Tax		\$1,653.90		\$2,250.00
Surplus Lines Fee		\$22.05		\$30.00
Terrorism		Rejected		Rejected
Total Estimated Annual Premium:		\$1,087,708.95		\$1,081,929

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Additional surplus lines tax and stamping fee will apply for policies written net of commission with non-admitted carriers. [Refer to Surplus Lines Tax Procedure](#)

Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: _____ Date: _____

Print Name: _____ Title: _____

Network Security & Privacy Liability

INSURED:	ISD #709 Duluth Public Schools
INSURER:	Syndicate 2623/623 at Lloyd's – Beazley (<i>Non-Admitted</i>)
AM BEST RATING:	A XIV (<i>Excellent</i>)
POLICY FORM:	F00653 (11/17)
POLICY TERM:	August 1, 2022 to August 1, 2023

CLAIMS MADE COVERAGE	2021-2022 EXPIRING	2022-2023 RENEWAL
LIMITS:		
Breach Response*		
Number of Notified Individuals	250,000	250,000
Legal, Forensic & Public Relations / Crisis Management	\$ 1,000,000	\$ 1,000,000
Additional Breach Response Costs		
Additional Breach Response Costs	\$ 2,000,000	\$ 2,000,000
First Party Loss		
Business Interruption Loss		
<i>Resulting from Security Breach</i>	\$ 2,000,000	\$ 2,000,000
<i>Resulting from System Failure</i>	\$ 2,000,000	\$ 2,000,000
Dependent Business Loss		
<i>Resulting from Dependent Security Breach</i>	\$ 1,000,000	\$ 1,000,000
<i>Resulting from Dependent System Failure</i>	\$ 1,000,000	\$ 1,000,000
Cyber Extortion	\$ 2,000,000	\$ 2,000,000
Data Recovery Costs	\$ 2,000,000	\$ 2,000,000
Liability		
Data & Network Liability	\$ 2,000,000	\$ 2,000,000
Regulatory Defense & Penalties	\$ 2,000,000	\$ 2,000,000
Payments Cards Liabilities & Costs	\$ 250,000	\$ 250,000
Media Liability	\$ 2,000,000	\$ 2,000,000
eCrime		
Fraudulent Instruction	\$ 250,000	\$ 250,000
Funds Transfer Fraud	\$ 250,000	\$ 250,000
Telephone Fraud	\$ 250,000	\$ 250,000
Criminal Reward		
Criminal Reward	\$ 50,000	\$ 50,000

Policy Aggregate Limit of Liability	\$ 2,000,000	\$ 2,000,000
--	---------------------	---------------------

Network Security & Privacy Liability (Continued)

RETENTION: (PER CLAIM)

Each Incident, Claim or Loss	\$ 100,000	\$ 100,000
Forensic & Public Relations / Crisis Management	\$ 50,000	\$ 50,000
Legal Services Only	\$ 25,000	\$ 25,000
Notified Individuals Threshold	100	100
Waiting Period	10 Hours	10 Hours
ANNUAL PREMIUM:	\$ 55,130.00	\$ 75,000.00
Surplus Lines Tax	\$ 1,653.90	\$ 2,250.00
Surplus Lines Fee	\$ 22.05	\$ 30.00
TOTAL ANNUAL PREMIUM	\$ 56,805.95	\$ 77,280.00

RETROACTIVE DATE: Full Prior Acts

CONTINUITY DATE: August 29, 2014

TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:

(Per Expiring, Unless Noted)

1. Lloyd's Certificate
2. Sanction Limitation and Exclusion Clause
3. Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (U.S.A.)
4. Radioactive Contamination Exclusion Clause – Liability – Direct (U.S.A.)
5. Lloyd's Security Schedule 2022
6. Asbestos, Pollution, and Contamination Exclusion Endorsement
7. State Consumers Privacy Statutes Endorsement
8. War and Civil War Exclusion
9. Cap on Losses Arising Out of Certified Act of Terrorism
10. Employee Device Endorsement
11. Amend Definition of Fraudulent Instruction
12. Invoice Manipulation Coverage – \$100,000 Sublimit
13. Reputation Loss – \$1,000,000 Sublimit
14. Post Breach Remedial Services Endorsement – 100 Hours
15. Amend Data Recovery Costs
16. GDPR Cyber Endorsement
17. Computer Hardware Replacement Cost – \$100,000 Sublimit
18. Amend Definition of Data
19. Contingent Bodily Injury Endorsement with Sublimit – \$100,000
20. Voluntary Shutdown Coverage
21. Cryptojacking Endorsement – \$100,000 Sublimit
22. Public Schools Amendatory Endorsement
23. MMA Amendatory Endorsement
24. Optional Extension Period and Optional Extension Premium – **New**
25. Policyholder Disclosure Notice of Terrorism Insurance Coverage
26. Amend Continuity Date (08/01/2018 for \$1M excess of \$1M)
27. Choice of Law and Service of Suit – New York

Network Security & Privacy Liability (Continued)

SUBJECT TO:

- Completed Non-Admitted Carrier Disclosure Form

PAYMENT TERMS:

- Agency Bill: Annual Premium due at policy inception; Premium Financing Available Upon Request

Signature: _____ Date: _____

Print Name: _____ Title: _____

HUMAN RESOURCES ACTION ITEMS FOR: July 19, 2022

CERT EXTENSION	POSITION	EFFECTIVE DATES	
CAWCUTT, THOMAS L, JR	ELEMENTARY PRINCIPAL/EAST SITES, NOT TO EXCEED 100 HRS	6/13/2022	8/26/2022
COOK, JESSICA L	ELEMENTARY PRINCIPAL/WEST SITES, NOT TO EXCEED 100 HRS	6/13/2022	8/26/2022
Total: 2			
CERT LEAVE	POSITION	EFFECTIVE DATES	
BOYHTARI, BONNIE J	GRADE 2/CONGDON, JOB SHARE .5 LWOP AMY SUNDLAND		
GILBERTSON, HEATHER L	FAMILY & CONSUMER SCIENCE/ORDEAN EAST	5/06/2022	6/10/2022
MEHLING, MARIBEL L	GRADE 3/MYERS WILKINS, EXTENDED MID-CAREER	8/30/2022	6/09/2023
SCHROEDER, JESSICA L	LTS CHOIR/DENFELD	5/23/2022	5/27/2022
SMITH, MICHAELA S	GRADE 2 TEACHER/MYERS WILKINS	5/24/2022	6/10/2022
STOKES, HANNAH P	SOCIAL WORKER/MYERS WILKINS	5/06/2022	6/10/2022
SUNDLAND, AMY J	GRADE 2/CONGDON, JOB SHARE .5 LWOP BONNIE BOYHTARI		
Total: 7			
CERT RESIGNATION	POSITION	EFFECTIVE DATES	
BRITTON, KATIE J	READING INTERVENTIONIST/LINCOLN PARK	7/29/2022	
RADOSEVICH, ELIZABETH C	SCHOOL SOCIAL WORKER/DISTRICT WIDE	6/10/2022	
SCHWARZBAUER, COURTNEY L	HELP ME GROW/CHILD FIND COORDINATOR/DISTRICT WIDE	6/30/2022	
Total:3			
CERT SUMMER	POSITION	EFFECTIVE DATES	
BERGH, MICHAEL R	PHYSICAL SCIENCE/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
BIANCHINI, JULIA	MATH/MERRITT CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
BRUNS, TYLER J	PHYSICAL SCIENCE/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
BUSH, SHANIA F	PHYSICAL SCIENCE/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
DOLINSEK, KAELEN M	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
ENGLUND, MAGGIE J	MATH/ENGLISH/MERRITT CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
HILFERS, ANDREW J	BIOLOGY/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
HINZMANN, LYNN A	ALGEBRA/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
HOPEN, ELLIOTT A	MATH/ARROWHEAD ACADEMY, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
HYNES, CHERYL L	ENGLISH/MERRITT CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
JANSON, LEE A	ENGLISH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MAROHN, SHARNEA A	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
MCKEEVER, JOSHUA P	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
MOSELEY, DAVID C	MATH/CHESTER CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
PETERSON, JODY L	MATH/CHESTER CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
PETRICH, WADE D	LANGUAGE ARTS/CHESTER CREEK, NOT TO EXCEED 102 HRS	6/13/2022	7/14/2022
PRUDHOMME, JENNIFER M	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
RUDOLPH, MACOY R	SOCIAL STUDIES/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
SEMENOVA, NATALIA A	SCHOOL BUS HELPER/TRANSPORATION	6/13/2022	8/26/2022
SZAFLARSKI, ERICA E	ELEMENTARY/CHESTER CREEK, NOT TO EXCEED 51 HRS, SPLITTING WITH C ROURKE	6/13/2022	7/14/2022
TARALSETH, KEVIN J	BIOLOGY/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
TERWEY, JOSH D	ENGLISH 9-12/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
WRIGHT, KARI L	BIOLOGY/DENFELD, NOT TO EXCEED 122 HRS	6/20/2022	7/29/2022
Total: 23			
NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
LEDoux, JASON S	HVAC MAINT/DW, 40/52WKS, \$26.18/HR, T RUSK	7/05/2022	
LUUKKONEN, TERRI LEE	OFF SUPP SPEC INT/MERRITT CREEK, 40/42WKS, \$15.23/HR. S KNAUSS	8/22/2022	
PIETRUSA, AMBER R	HR ASST/HUMAN RESOURCES/UGH/40/52WKS, \$19.32/HR M WRAZIDLO	7/05/2022	
RIKER, KALLIE M	OFF SUPP SPEC INT/UHG, 40/12WKS, \$18.96/HR	6/22/2022	
Total: 4			
NON CERT EXTENSION	POSITION	EFFECTIVE DATES	
BECK, ELIZABETH A	SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 95 HRS	6/16/2022	7/15/2022
BENNETT, JAMIE M	INTEGRATION SPECIALIST/LOWELL, NOT TO EXCEED 120 HRS	6/13/2022	6/30/2022
CHRISTJOHN, DUSTIN B	SPED BW PARA/DW, NOT TO EXCEED 90 HRS	6/13/2022	6/30/2022
DELACRUZ, JAMIE L	AMERICAN INDIAN HOME SCHOOL LIAISON/ADMIN	6/13/2022	6/30/2022
ERJAVEC, JANE L	JOB COACH PARA/DW, NOT TO EXCEED 92 HRS	7/22/2022	8/18/2022
GELINEAU, AARON T	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 240 HRS	6/13/2022	8/12/2022
GOOD, DEBORAH V	JOB COACH PARA/DW, NOT TO EXCEED 92 HRS	7/22/2022	8/18/2022
GRANT, MARLON J	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 240 HRS	6/13/2022	8/12/2022
HARRIS, CALVIN B	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 60 HRS	6/13/2022	6/30/2022
HOMERE, PHILLIP	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 120 HRS	6/13/2022	8/12/2022
HORTON, AMANDA M	AMERICAN INDIAN LIAISON/ADMIN	6/13/2022	6/30/2022
ISAACSON, KIM L	ECFE PARA/PIEDMONT	6/08/2022	8/03/2022
MCGREW, PAULA L	OSSI/MYERS-WILKINS, NOT TO EXCEED 85 HRS	6/20/2022	8/12/2022
MCKEEVER, JUDITH M	SPED BW PARA/CHESTER CREEK, NOT TO EXCEED 99 HRS	6/13/2022	7/13/2022
MILLER, SUSANNA M	AMERICAN INDIAN LIAISON/ADMIN	6/13/2022	6/30/2022
NELSON, KIM A	PRE-SCHOOL PROG PARA/MYERS-WILKINS, NOT TO EXCEED 180 HRS	6/13/2022	8/25/2022
POHL, EMILY J	INTEGRATION SPECIALIST/LINCOLN PARK, NOT TO EXCEED 120 HRS	6/13/2022	6/30/2022
REDEPENNING, ALLISON M	PRE-SCHOOL PROG PARA/MYERS-WILKINS, NOT TO EXCEED 80 HRS	6/25/2022	8/18/2022
RENNQUIST, JEAN-PAUL F	AMERICAN INDIAN LIAISON/DW	6/13/2022	6/30/2022
RUPP, JEREMY J	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 120 HRS	6/13/2022	6/30/2022
THOMPSON, ALYSSA M	OSSS/OEE/ADMIN BLDG, NOT TO EXCEED 120 HRS	7/11/2022	7/29/2022

VEGA, NANCY G
WATKINS, MEGAN M
Total: 23

OSSS/ADMIN, NOT TO EXCEED 160 HRS
INTERGRATION SPECIALIST/MYERS-WILKINS, NOT TO EXCEED 60 HRS

6/27/2022 8/12/2022
6/13/2022 6/30/2022

NON CERT LEAVE

FULLER, HANNA L
GODFREY, CORA F
HARDEN, STEPHANIE J
LARSON, CARI J
OLBERG, JAELAH S
SIMPSON, LARA M
Total: 6

POSITION

SUPERVISORY PARAPROFESSIONAL/DENFELD
SPEC ED PARAPROFESSIONAL/EAST
SPEC ED PARAPROFESSIONAL/LESTER PARK
NUTRITION SERVICES ASSISTANT/LESTER PARK
SUPERVISORY PARAPROFESSIONAL/ORDEAN EAST
SPEC ED LPN PARAPROFESSIONAL/DENFELD

EFFECTIVE DATES

5/2/2022 5/10/2022
5/10/2022 5/13/2022
5/2/2022 5/12/2022
5/24/2022 5/27/2022
5/2/2022 5/12/2022
5/9/2022 5/13/2022

NON CERT RESIGNATION

BAKKEN, LAUREL L
GILMORE, CHELSEY M
KROCHALK, SUSAN L
SZAFLARSKI, ERICA E
YANG, JOSHUA
Total: 5

POSITION

SCHOOL CUSTODIAN II/ORDEAN EAST
HUMAN RESOURCES ASSISTANT/UHG
SPEC ED PARAPROFESSIONAL/PIEDMONT
SPEC ED PARAPROFESSIONAL/CHESTER CREEK
INTEGRATION SPECIALIST/PIEDMONT

EFFECTIVE DATES

7/01/2022
6/24/2022
6/10/2022
6/09/2022
6/10/2022

NON CERT RETIREMENT

GOOD, DEBORAH V
STABE, GWEN M
Total: 2

POSITION

SPEC ED PARAPROFESSIONAL/DISTRICT WIDE
MIS PARAPROFESSIONAL/DISTRICT WIDE

EFFECTIVE DATES

8/19/2022
6/09/2022

NON CERT SUMMER

BALSAVICH, JANEL E
BATTEES, SUSAN L
BERGERON, RENEE A
BERGERON, RENEE A
BIRDSALL, JADE E
BOLANDER, MELISSA A
CHRISTJOHN, DUSTIN B
COTTINGHAM, JANE M
CULLEN, JULIE A
DEFRANG, DARCI E L
DRAGSTEN, MICHAEL C
DRAKE, TERRY W
DURENE, LISA M
DURENE, LISA M
ERICKSON, LIANNE M
FERN, JERE-LYN
FOUTS, PAMELA J
FREEL, FREDERICK J, II
GANZ, VANESSA M
GARVEY, SARAH G
GOAR, AMY L
GRAHAM, ELIZABETH J
GUZZO, JAMES F
GUZZO, SHANNON M
JOHNSON, ELIZABETH A
JOHNSON, JENNIFER N
JONES, BRITT S
JOUPII, HOLLY L
KARON, MARIA M
KELLEY, LAVINA J
KENOW, AMY J
KILLIAN, JOSEPH J
KNEELAND, STEVE F
KONCZAK, DEBRA L
KOOSMAN, CHRISTINE M
KVAM, TYLER R
LARSEN, ROGER L, III
LARSON, MARTIN E
LUNDBERG, BONNIE I
MAYVILLE, RICHARD A
MCKEEVER, JUDITH M
MCRAE, CAYLEE A
MICHELIZZI, AMY L
MONSON, DEBRA S
MURPHY, MARIA J
MUSOLF, LESLIE A
NACEY, DEIDRA A
NELSON, CATHERINE L
NELSON, CATHERINE L
NOVAK, JANIE M
NOVITSKI, FRANK E

POSITION

PARA/PIEDMONT
NUTR SVCS ASST/MYERS-WILKINS
PARA/MERRITT CREEK
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
CHILD NUTRITION SATELLITE MANAGER/STOWE
SCHOOL BUS HELPER/TRANSPORATION
SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS
ASL INTERPRETER/DENFELD
SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS
NUTR SVCS ASST/LAURA MACARTHUR
NUTR SVCS ASST/LOWELL
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SCHOOL BUS DRIVER II/TRANSPORATION
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 100 HRS
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SCHOOL BUS DRIVER II/TRANSPORATION
SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SCHOOL BUS DRIVER II/TRANSPORATION
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
NUTRITION ASST/PIEDMONT
CHILD NUTRITION SATELLITE MANAGER/PIEDMONT
EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS
EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS
SCHOOL BUS DRIVER II/TRANSPORATION
SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS
SCHOOL BUS DRIVER II/TRANSPORATION
SCHOOL BUS HELPER/TRANSPORATION
RESIDENTIAL PARA/MERRITT CREEK
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SCHOOL BUS DRIVER II/TRANSPORATION
JOB COACH PARA/DW, NOT TO EXCEED 92 HRS
SCHOOL BUS DRIVER II/TRANSPORATION
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS
SCHOOL BUS DRIVER II/TRANSPORATION
SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS
SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS
SCHOOL BUS DRIVER II/TRANSPORATION
JOB COACH PARA/DW
SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS
EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS
SCHOOL BUS DRIVER II/TRANSPORATION

EFFECTIVE DATES

6/14/2022 7/12/2022
6/20/2022 8/19/2022
6/13/2022 7/13/2022
7/22/2022 8/18/2022
7/25/2022 8/18/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
6/20/2022 8/19/2022
6/13/2022 8/26/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
6/20/2022 7/08/2022
7/22/2022 8/18/2022
6/20/2022 8/19/2022
7/22/2022 8/19/2022
7/22/2022 8/12/2022
6/13/2022 8/26/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
6/13/2022 8/26/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
6/13/2022 8/26/2022
7/22/2022 8/18/2022
6/20/2022 7/01/2022
6/20/2022 8/19/2022
7/25/2022 8/18/2022
7/25/2022 8/18/2022
6/13/2022 8/26/2022
7/22/2022 8/18/2022
6/13/2022 8/26/2022
6/13/2022 7/13/2022
7/22/2022 8/18/2022
6/13/2022 8/18/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
6/13/2022 8/26/2022
7/22/2022 8/18/2022
7/22/2022 8/18/2022
6/13/2022 8/26/2022
6/20/2022 7/30/2022
7/22/2022 8/18/2022
7/25/2022 8/18/2022
6/13/2022 8/26/2022

OLESIAK, GENEVIEVE M	SCHOOL BUS HELPER/TRANSPORATION	6/13/2022	
PALMER, MICHELLE L	CHILD NUTRITION SATELLITE MANAGER/LOWELL	6/20/2022	8/19/2022
PIERCE, DIANE L	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
PIKE, KACEE C	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
PORTER-DONAHUE, LISA R	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
PREMO, TERRANCE L	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
PUFF, JODI M	CHILD NUTRITION SATELLITE MANAGER/MYERS-WILKINS	6/20/2022	8/19/2022
SEMENOV, YURY V	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
SERSHON, CHRISTY L	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
SETTERGREN, GERALDINE J	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
SIMPSON, LARA M	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 100 HRS	7/22/2022	8/18/2022
SLAGLE, MARGARET E	SPEC ED PARA/ESY/LINCOLN PARK, NOT TO EXCEED 100 HRS	7/22/2022	8/18/2022
SNEDKER, ANGELA R	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
SORBO, GWEN V	EXCEL/LESTER PARK, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
STEVENS, MARISA K	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
TJADEN, GLENN A	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
TJADEN, LAURIE E	SCHOOL BUS DRIVER II/TRANSPORATION	6/13/2022	8/26/2022
VAN ALLEN, GEORGIA M	CHILD NUTRITION SATELLITE MANAGER/LAURA MACARTHUR	6/20/2022	8/19/2022
WALCZYNSKIFILIPOVICH, DENA M	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
WALDRIFF, TRACY L	RESIDENTIAL PARA/CHESTER CREEK, NOT TO EXCEED 99 HRS	6/13/2022	7/13/2022
WALDRIFF, TRACY L	JOB COACH PARA/DW, NOT TO EXCEED 92 HRS	7/22/2022	8/18/2022
WAUGAMAN, STEPHANIE M	SPEC ED PARA/ESY/LAURA MACARTHUR, NOT TO EXCEED 76 HRS	7/22/2022	8/18/2022
WICK, SUSAN C	FOOD SERVICE HELPER/PIEDMONT	6/11/2019	8/02/2019
WICK, SUSAN C	NUTR SVCS ASST/PIEDMONT	7/01/2022	8/19/2022
WIECZOREK, ISAIAH G	EXCEL/LAURA MACARTHUR, NOT TO EXCEED 120 HRS	7/25/2022	8/18/2022
Total: 76			

**Fundraisers Reported
June 2022**


The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Congdon Park ES	School-wide	\$428.11	Clothing Spirit Wear through Advantage Emblem – This is a spirit wear sale run through Advantage Emblem. After the sale, we receive what Advantage calls a fundraising amount. We received a check for \$428.11.

Memorandum

To: Jill Lofald
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: June 23, 2022

Re: BID #1306 Demolition - Central High School

The following bid was solicited in accordance with state statute and School Board Policy for the demolition of Central High School on the hill.

BID #1306 Demolition - Central High School:

Bids were solicited from seven (7) contractors for the demolition project. After review, I recommend that the School Board approve entering into an agreement with Veit & Company, Inc, based on their low responsible base bid of **\$810,130.00**, to include the additional add alternate if determined needed as described for **\$35,000.00**.

Base Bid - \$810,130.00
Add Alt #1 - \$35,000.00
Add Alt #2 - Declined

After review and if you concur, please approve and authorize Jill Lofald, Board Chair, to sign via DocuSign.



A LEGENCE Company

1331 Tyler Street NE, Suite 101

Minneapolis, MN 55413

www.ics-builds.com

(763) 354-2670

July 7, 2022

Mr. David Spooner
Independent School District No. 709
4316 Rice Lake Road
Duluth, MN 55811

Re: Duluth Central High School Demo
Duluth, MN

Dear Mr. Spooner:

ICS Consulting, LLC. has reviewed the bids that were received on Thursday, June 30, 2022, for the above-referenced project. Our recommendation for award is as follows:

Base Bid & Recommended Alternate:

- Work Scope 1 – Complete Demolition of Central High School – Veit & Company, Inc.: \$810,130.00
- Alternate 1 – Add for not allowing crushing of foundations that have asbestos containing waterproofing: \$35,000.00

Based on the recommendations above, we recommend that the District enter into a contract with the above mentioned for the total bid amount of Eight Hundred and Forty-five Thousand and One Hundred and Thirty Dollars and No/100 Cents (\$845,130.00).

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 218-820-7812 should you have any questions regarding our recommendation.

Regards,

Nathan Norton
Senior Project Manager

Enclosures



OWNER: Duluth Public Schools ISD 709
Duluth Central High School Demolition
Program Manager:
ARCHITECT/ENGINEER:

ICS
DSGW Architects

Demolition

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	ALLIANCE	BOLANDER	DORE	LANDWEHR	STACK BROS	VEIT	RACHEL
BID SECURITY	X	X	X	X	X	X	X
ADDENDA REC'D.	1,2	1	1,2	1,2	1	1,2	1,2
RESPONSIBLE CONTRACTOR FORM	X	X	X	X	X	X	X
BASE BID	\$1,878,690.00	\$1,360,000.00	\$2,224,400.00	\$1,143,482.00	\$2,875,000.00	\$810,130.00	\$1,247,743.00
Alternate 1: Add for NOT allowing crushing of foundations that have asbestos containing waterproofing	\$155,000.00	\$48,000.00	\$187,600.00	\$113,365.00	na	\$35,000.00	\$115,000.00
Alternate 2: Add for coordinating with abatement contractor and exposing the foundation waterproofing for the abatement contractor to perform abatement.	\$35,000.00	\$18,000.00	\$22,100.00	\$17,675.00	\$15,000.00	\$15,000.00	\$12,000.00

 **AIA[®] Document A132™ – 2019****Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

AGREEMENT made as of the Seventh day of July in the year 2022

BETWEEN the Owner:

Duluth Public Schools, ISD #709
4316 Rice Lake Road
Duluth, MN 55802

and the Contractor:

Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

for the following Project:

Bid #1306
Duluth Public Schools –Central High School Demo
730 E. Central Entrance
Duluth, MN 55811

The Construction Manager:

ICS Consulting, LLC (ICS)
1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413

The Architect:

DSGW Architects
2 West 1st, Suite 201
Duluth, MN 55802

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS <i>(Paragraph deleted)</i>

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Paragraph deleted)

[] The date of this Agreement.

(Paragraphs deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Paragraph deleted)

Owner requires work to be substantially complete by 5/19/2023 as set forth in § 3.3.2 of this Agreement

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates: Work shall be completed as follows:

1. Hazardous Abatement (By Others): 7/11/22 – 11/11/22

Init.

- a. Phased starting at Boiler Plant and northern bump out near Portia Johnson Road.
- 2. Regulated Waste Removal: Start 9/12/22
- 3. Building Demolition and Site Repairs: Start 11/14/22
(Table deleted)
- a. Phased to start removal of northwestern utilities, Boiler Plant, and northern bump out near Portia Johnson Road; this will allow new roadway to be completed.
- 4. Building Demolition and Site Repairs: Finish 1/27/23
- a. Final Site Restorations (Spring Work): 5/8/23 – 5/19/23

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1
(Paragraphs deleted)
Intentionally Omitted

§ 3.4.2
(Paragraphs deleted)
Intentionally Omitted

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor’s achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

Stipulated Sum, in accordance with Section 4.2 below
(Paragraph deleted)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Eight Hundred Forty-Five Thousand, One Hundred Thirty Dollars (\$ 845,130.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates included in the Contract Sum:

Item	Price
Alternate 1: Add for not allowing crushing of foundations that have asbestos containing waterproofing	\$35,000.00

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the second following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty-five (35) days after the Construction Manager receives the Application for Payment.

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019 and
- .4 Retainage withheld pursuant to Section 5.1.7.

(Paragraphs deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

Init.

retainage as set forth in AIA A232-2019.

(Paragraphs deleted)

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

(Paragraphs deleted)

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

0 % Zero

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

ICS

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Paragraph deleted)

Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner, or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor

(Paragraphs deleted)

within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

(Paragraphs deleted)

Init.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

Jill Lofald
Duluth Public Schools, ISD #709
4316 Rice Lake Road
Duluth, MN 55802

§ 8.3 The Contractor’s representative:

Peter Williams
Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™-2019, Standard Form of Agreement Between Owner and Contractor, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232-2019, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(Paragraphs deleted)

§ 8.7 Intentionally omitted

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser

(Paragraphs deleted)

Edition, as amended for the Project

- .4 Intentionally omitted

- .5 Drawings
Number
Exhibit A

Title

Date

Init.

/

.6	Specifications	Title	Date	Pages
	Section			
	Exhibit B			

.7	Addenda, if any:	Date	Pages
	Number		
	001	6/17/22	12
	002	6/27/2022	5

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

.9 Other documents, if any, listed below:

See attached Exhibit C

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

Jill Lofald

(Printed name and title)

CONTRACTOR *(Signature)*

Peter Williams

(Printed name and title)



ICS

Exhibit A

Printed on Wed Jul 6, 2022 at 10:20 am CDT

Job #: S20120C Duluth Central HS Demo
730 E Central Entrance
Duluth, Minnesota 55811

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Civil					
C001	GENERAL NOTES & DETAILS	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)
C002	DEMOLITION PLAN	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)
C003	GRADING PLAN & SWPPP	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)
C004	SWPPP NARRATIVE	0	06/09/2022	06/09/2022	Central High School Demo Drawings - 6.9.2022 (06/09/22)



ICS

Exhibit B

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Project Manual Cover Page	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 00 10	Project Title Page	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 00	Table of Contents	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 01	Registration Sheet	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 05	Certifications Page	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 01 15	Schedule of Drawings	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 11 13	Advertisement for Bids	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 20 00	Instructions to Bidders	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 41 13	Bid Form	1	06/17/22	06/17/22	Addendum 01
00 50 00	List of Contract Forms	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 71 00	Standard Forms	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 71 01	Supplementary Conditions	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 72 00	General Conditions	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 73 43	Prevailing Wage Rate Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
00 91 00	Addenda	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 - General Requirements					
01 11 00	Summary of Work	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 12 00	General Work Scope Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 13 00	List of Work Scopes	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 14 00	Work Scope 1 - Demolition	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 23 00	Alternates	0	06/17/22	06/17/22	Addendum 01
01 26 00	Contract Modification Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 29 00	Payment Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 30 00	Administrative Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 31 26	Electronic Communication Protocols	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 32 10	Project Schedule Requirements	2	06/27/22	06/27/22	Addendum 2
01 33 00	Submittal Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 52 00	Safety	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 60 00	Product Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 70 00	Execution Requirements	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
01 77 00	Closeout Procedures	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
02 - Existing Conditions					



ICS

Number	Description	Revision	Issued Date	Received Date	Set
02 41 00	Demolition	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
31 - Earthwork					
31 22 00	Grading	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
31 23 16	Excavation	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022
31 23 23	Fill	0	06/09/22	06/09/22	Central High School Demo Spec - 6.9.2022

EXHIBIT C

OTHER PROVISIONS TO STANDARD CONTRACTOR AGREEMENT ISD #709 Duluth Central High School Demolition Duluth, MN

- Notice to Proceed: This exhibit shall serve as your official “Notice to Proceed” document.
- Contract: Your Contract has been enclosed for review and execution. After signing, the contract will be forwarded directly to the Owner for execution. You will receive a fully executed copy electronically through DocuSign upon completion.
- Request for Payment: The completed schedule of values must be uploaded into Procore through the Invoicing module for approval and acceptance before any request for payment will be considered. Submit applications for payment through Procore to ICS for review and approval upon receipt of the Invite to Bill notification. All applications should be entered & attached by the 25th of the Month. No payment will be made until materials are delivered to the site and work at the site has commenced.
- Submission of Contractor’s Construction Schedule/Dates: All prime contractors are asked to submit (via Submittal Tool as a required contract document) a preliminary milestone schedule for their portions of the work to be reviewed and incorporated into the overall project schedule created by the Project Manager. Scheduling of the work will be coordinated with the Project Manager.
- Required Submittals (this includes all Shop Drawings, Product Data/Information, Samples, Reports/Inspections, Mix Designs, Certifications, Training Correspondence, etc. that are called out per spec section as well as all Required Contract & Close Out Documents such as Certificate of Insurance, P&P Bonds, Schedule of Values, Construction Schedule, W-9, List of Contractors, Safety Information, etc. O&M Manuals, As-Builts, Warranty, Training, etc.): The Construction Manager (ICS) will set up the submittal log and apply the submittal reviewers/workflows in Procore. **This needs to be done before ANY Submittals can be uploaded or processed.** Shop drawings and submittals shall be managed via the Construction Manager’s web-based project management software system, Procore, by the Prime Contractor. All submittals shall include an approval stamp from the Prime Contractor.

Within ten (10) working days after award of the Contract and prior to starting work on-site, this Contractor must submit to ICS via the Submittals tool within Procore:

- Insurance Certificates: **(Owner) and ICS shall be named as additional named insureds.** Certificate holders shall be as follows:

Duluth Public Schools – ISD 709 4316 Rice Lake Road Duluth, MN 55811	City of Duluth 411 West First Street Duluth, MN 55802	ICS 1331 Tyler St. N.E., Suite 101 Minneapolis, MN 55413
--	---	--
- Performance Bond and Payment Bond: Submit one copy of required performance and payment bonds via the Procore Submittals tool prior to initiating any work on site. Refer to the General Conditions for bond specifications and requirements.
- W-9 Form: Please submit a current W-9 form via the Submittals Tool within 10 days of receipt of Contract.
- Schedule of Values: Please submit a detailed breakdown of all material and labor including all requirements referenced in Section 9.2 of Spec Section 00 72 00 – General Conditions via the CSV Template sent to you through the Procore Submittal Tool within 10 days of receipt of your Contract. Once reviewed & approved, ICS will import this into the Invoice Tool.
- Safety Plan: Please submit a detailed Safety Plan, including your company COVID-19 Preparedness Plan, AWAIR and Right to Know documentation within 10 days of your receipt of Contract.
- List of Subcontractors: When requesting one of your subcontractors be entered into Procore for access to the Project, please include the following information: Company name, complete address, trade(s) of company, contact person(s) first and last name, job title and e-mail address. This will expedite the process as well as help with accuracy to alleviate duplications and/or information being updated.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools – ISD 709
4316 Rice Lake Rd
Duluth, MN 55811

BID FROM: Veit & Company, Inc.
14000 Veit Place
Rogers, MN 55374

In accordance with the Advertisement for Bids and the proposed construction documents prepared by DSGW Architecture, 2 W 1st St. STE 201, Duluth, MN 55802 and dated June 1st, 2022 relating to the demolition of the ISD 709 Central High School, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents, hereby proposes and agrees to provide all labor, materials and equipment required to complete the demolition work in accordance with the Contract Documents for the following amount:

Base Bid:

1. Work Scope No. 1 Complete Demolition of Central High School

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Eight hundred ten thousand \$ 810,130.⁰⁰
one hundred thirty dollars

Alternates:

1. Alternate No. 1: Add for NOT allowing crushing of foundations that have asbestos containing waterproofing.

a. The Bidder agrees to perform all work in the above alternate for the Base Bid Sum of: thirty five thousand \$ 35,000.⁰⁰

2. Alternate No. 2: Add for coordinating with abatement contractor and exposing the foundation waterproofing for the abatement contractor to perform abatement.

a. The Bidder agrees to perform all work in the alternate for the Base Bid Sum of: fifteen thousand \$ 15,000

Responsible Contractor: By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the Minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria. However, please provide a completed Responsible Contractor Affidavit as found under 00 70 00 Stand Forms.

Bid Acceptance: If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to Owner, and to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 14000 Veit Place

City: Rogers State: MN Zip: 55374

Phone Number: 763-428-2242 Fax Number: 763-428-1334

Email: shedtke@veitusa.com

Name (typed or printed): Steven J. Hedtke

Signature: 

Title: CFO

Date: 6/30/2022



END OF SECTION



ADDENDUM ONE (1)

Project: Duluth Public Schools ISD# 709 – Demolition Central High School

Date: June 17th, 2022

From: Nathan Norton | ICS Consulting, Inc.

To: All plan holders for above project.

The following addendum shall become part of the construction document for the construction of the above referenced project. This addendum supersedes and supplements all previous reference to similar items.

Enclosed:

1. Updated '00 41 13 – Bid Form'
 - a. Added the Alternate section to the bid form
2. Add missing Responsible Con form to section '00 71 00 – Standard Forms - Supplement Information'
3. Add '01 23 00 Alternates' Specification Section. Add text to '00 01 00 Table of Contents' for '01 23 00 Alternates'.
 - a. Added Alternate No. 1 for NOT allowing the crushing of the foundation that has asbestos containing waterproofing. This waterproofing and foundation are to be removed in larger chunks and properly disposed by this work scope.
 - b. Added Alternate No. 2 for coordinating with abatement contractor and exposing the foundation waterproofing. The waterproofing if not pliable will be abated, if waterproofing is abated the foundations can be demolished as demo contractor desires.
4. Update '01 32 10 – Project Schedule Requirements'
 - a. Modify schedule due to longer abatement duration. Changes major start date to a 11/14/22 start.

END OF ADDENDUM



ADDENDUM TWO (2)

Project: Duluth Public Schools ISD# 709 – Demolition Central High School

Date: June 27th, 2022

From: Nathan Norton | ICS Consulting, Inc.

To: All plan holders for above project.

The following addendum shall become part of the construction document for the construction of the above referenced project. This addendum supersedes and supplements all previous reference to similar items.

Enclosed:

1. Pre-Bid Sign in Sheet dated 6/23/2022.
2. Updated '01 32 10 Project Schedule Requirements'
3. Clarification on questions from prebid meeting:
 - a. Crushed concrete can be used within right-of-way and as common embankment as long as it meets Class 5 gradation standards.
 - b. The existing boilers and heating loops are still full of water and bidders are to drain.
 - c. The oil tank is still empty.
 - d. The existing transformers are still full of oil and are to be drained by bidder.

END OF ADDENDUM

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Veit & Company, Inc.

14000 Veit Place
Rogers, MN 55374

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St, 17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Central High School Demolition, Duluth, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of June 2022

(Witness)

(Witness)

Veit & Company, Inc.

(Principal)

(Seal)

(Title) Steven S. Heitke, CFO

Western Surety Company

(Surety)

(Seal)

(Title) Amy M. Burns, Attorney-in-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss

On the _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me duly sworn, did depose and said that he/she resides in _____ that he/she is a member, manager, or officer of the limited liability company of _____ and that he/she is duly authorized to execute the foregoing agreement in the name of and for the limited liability company.

Notary Public, _____
County, _____
My commission expires _____

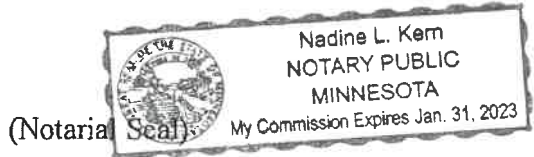
(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF Hennepin) ss

On the 28th day of June, 2022, before me personally appeared Steven S. Hedtke to me known, who being by me duly sworn, did depose and say: that he resides in Maple Grove that he is the CFO - President of the

Veit & Company, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.



Notary Public, _____
County, Wright
My commission expires 1/31/2023

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota) ss

On the 27th day of June, 2022, before me appeared Amy M Burns to be personally known, who is being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the Western Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, _____
County, Hennepin Yaralitz Rivas
My commission expires 01/31/2024

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dennis G Diessner, Amy M Burns, Mark N Kampf, Thomas M Reuder, Rocklyn C Bullis, Jeffrey J Larson, Lisa Flick, Jonathon Diessner, Yaralitz Rivas, Rebecca Thornburg, Individually

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of October, 2021.



WESTERN SURETY COMPANY

Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of October, 2021, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of June, 2022



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

Minn. Stat. §16.285, Subd., 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** “Responsible contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
 - a. is in compliance with workers' compensation and unemployment insurance requirements;
 - b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - c. has a valid federal tax identification number or a valid Social Security number if an individual; and
 - d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
 - e.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - b. has been issued an order to comply by the commissioner of labor and industry that has become final;
 - c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

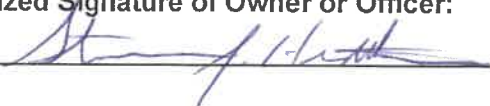
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,
- 2) I have included Attachment A-1 with my company’s solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: Steven J. Hedtke
Title: CFO	Date: 6/30/2022
Company Name: Veit & Company, Inc.	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.



First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Erosion Control Specialists	Esko, MN
J&J Contracting, LLC-MN	Shoreview, MN

Employee Harassment Complaints Report Fiscal Year 2021-2022

Use of Harassment Complaint Form (not reported in Infinite Campus)

Complaints Received in Human Resources 3

Resolved 3
(Under ten complaints not broken out)

 	<p align="center">ISD #709 Duluth Public Schools HOCHS Relocation Project</p>
	<p align="center">Monthly Progress Report June 2022</p>
<p align="center">Project(s) Address: 730 E Central Entrance, Duluth, MN 55802</p>	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
 - The roof parapet framing has been completed.
 - New built-up roof work nearing completion.
 - Finalized the drywall in the I.T. room and data closet.
 - Final installation of water heater above the ceiling tile.
- The Public Roadway/DSC/Transportation project construction progress:
 - Removal of underground rock in the way of building footprint and utilities. This removal was completed by hammering and blasting.
 - Stormwater utilities at the new public roadways are ongoing.
 - An underground stormwater storage system has been installed.
 - DSC footings have been completed. The foundation walls are nearly complete.
 - Waterproofing and insulating of the foundations of the DSC are 50% complete.
 - The structural geopiers are fully installed for the Transportation building.
- Demolition of Central High School:
 - Pre-bid walkthroughs took place for both the abatement and complete demolition of Central High School. At these pre-bid walkthroughs, potential bidders are allowed to ask questions about the project and tour the site.
 - In June, the abatement and demolition bids were received and opened publicly. An abatement contractor has been formally selected by the School Board. The demolition bids were opened on 6/30/22 and the lowest qualified bidder will be selected in the coming weeks.

Upcoming Activities and Next Steps:

- Upcoming construction scope:
 - a. Facilities:
 - i. Canopy installations once delivered.
 - ii. Exterior doors and hardware to be completed.
 - iii. Air Handler Units are scheduled to arrive and be installed.
 - b. DSC/Transportation/Roadways:
 - i. Continuation of site grading.
 - ii. Foundations for DSC will be ongoing.
 - iii. Structural slab for Transportation will commence.
 - iv. Ongoing underground plumbing, electrical, and utilities.



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

July 7, 2022

John Magas
Superintendent of Schools

David J. Spooner, C.P.E.
Manger of Facilities

Cathy Erickson
CFO/Executive Director of Business Services

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

RE: Marketing Update
800 E Central Entrance "Central High School Property"

800 E. Central Entrance "Central High School Property"

- Back on the Market
- All marketing in place and active



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

Website Advertising

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

Respectfully,

Greg Follmer
Broker

**Expenditure Contracts Signed
June 2022**

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
TK Elevator Corporation	\$13,375.00	Facilities (DU/DR)	BID #1286 District-Wide Elevator Service – Third Year of Contract (Second of Two Renewable Years)
Stretar Masonry & Concrete Company, Inc.	\$56,088.88	Facilities (DU/DR)	BID #1285 District-Wide Bricklayer Labor – Third Year of Contract (Second of Two Renewable Years)
Johnson’s Carpet One	\$9,022.84	Facilities (DU/DR)	Quote #4341 District-Wide Flooring Installation Labor – Third Year of Contract (Second of Two Renewable Years)
Northland Fire & Safety, Inc.	\$22,010.45	Facilities (DR)	Quote #4359 District-Wide Inspection & Testing of Fire Alarm Systems – Second Year of Contract (First of Two Renewable Years)
Summit Fire Protection	\$12,720.25	Facilities (DR)	Quote #4363 District-Wide Security Annual Testing/Maintenance of Sprinkler Systems – Second Year of Contract (First of Two Renewable Years)
Superior Glass, Inc.	\$27,342.19	Facilities (DU/DR)	Quote #4362 District-Wide Glass Replacement Services – Second Year of Contract (First of Two Renewable Years)
Benson Electric Company	\$43,931.80	Facilities (DU)	BID #1291 District-Wide Electrical Labor – High Voltage & Low Voltage – Second Year of Contract (First of Two Renewable Years)

Viele Contracting, Inc.	\$42,184.00	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS, Rockridge Academy
Per Mar Security Services	\$45,874.51	Facilities (DU)	Quote #4360 District-Wide Security System & Fire Detection Monitoring Services – Second Year of Contract (First of Four Renewable Years)
Regional Contracting & Painting	\$34,605.23	Facilities (DU/DR)	BID #1282 District-Wide Annual Painting Labor – Third Year of Contract (Second of Two Renewable Year)
A+ Contractors	\$70,664.00	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Central HS, Congdon Park ES, East HS, Lester park ES, Myers-Wilkins ES, Piedmont ES
The Jamar Company	\$16,800.00	Facilities (DU/DR)	Quote #4372 – District Wide Annual Refrigeration Repair Service
Twin Ports Testing	\$8,670.00*	Facilities (DR)	Asbestos 3-Year Re-inspection – Congdon ES, Denfeld HS, East HS, Homecroft ES, Lowell ES, Ordean East MS, Rockridge Academy & Transportation
Johnson Controls	\$29,016.00	Facilities (DU/DR)	BID #1299 – District-Wide Annual Chiller Inspection and Maintenance Services
Infinite Campus	\$3,350.00*	Technology (DU)	12-month Subscription for Infinite Campus
Great Lakes Office Solutions	\$30,000.00	Purchasing (DU)	RFP 310- Copier Service Contract per specifications and the response provided to the RFP (Renewal 3/3)
Pan-O-Gold Baking Co.	\$20,900.00*	Purchasing/Child Nutrition (DU)	BID #1304 (Approved in June, 2022) Bakery products per specification and the response provided to the Bid
Skyward	\$5,291.00*	Business Services (DR)	School Business Suite Software, Setup Training
ISCorp (Integrated Systems Corporation)	\$19,008.00*	Business Services (DR)	Skyward Hosting Services from July 2022 – June 2023
Lake Superior College	\$75,000.00*	Business Services (DR)	Provide the 1-credit FYE 1000 First Year Experience Course for ISD 709 students
Teachers on Call	\$12,000.00	Human Resources (DU)	Assignment of TOC employees to provide substitute education-related services at Duluth Public School sites. \$12,000 is initial cost.

Navigate 360 – ALICE Training	\$25,000.00*	Curriculum (DR)	ALICE Instructor Certification – 16 hours of training for staff
Instructure – Canvas	\$43,900.00*	Curriculum (DR)	Canvas LMS Cloud Subscription, Canvas Studio Cloud Subscription
Joseph Montano Sr.	\$2,750.00*	Indian Education (DR)	Addendum to bring pay for Joseph Montano Sr. from \$5,250.00 to \$8,000.00
Anthony Bugg	\$3,000.00*	Indian Education (DR)	Providing academic/cultural activities and field trips for American Indian students K-5 during summer enrichment program
Yasmine Long	\$4,500.00*	Indian Education (DR)	Providing Ojibwe teachings for American Indian students K-5 during summer enrichment program
Eliza Washington	\$5,250.00*	Indian Education (DR)	Providing Ojibwe teachings for American Indian students 6-12 during summer enrichment program
Valerie Dodge	\$1,750.00*	Indian Education (DR)	Providing academic/cultural activities and field trips for American Indian students 6-12 during summer enrichment program
Thomas Howes	\$1,200.00*	Indian Education (DR)	Providing traditional Ojibwe Lacrosse teachings for American Indian students K-5 during summer enrichment program
Herb Fineday	\$1,00.00*	Indian Education (DR)	Sharing information with students regarding topics of the Sky, Water, and Life
Michelle Gribbon	\$1,500.00*	East HS (DU)	Provides piano accompaniment for the Choir Dept. for concerts, solo & ensemble contests, commencement, etc.
Mark Atkinson	\$2,500.00*	East HS (DU)	Theatre set design and building
Kathy Grady	\$2,500.00	East HS (DU)	Theatre costume design
UofM – FAST For Success Reading Enrollment	\$4,000.00	Myers-Wilkins ES (DR)	12-month subscription to professional development training program
University Nursery School	\$2,480.00	Special Services - ECSE	Provide services for one student IEP
BARR	\$16,500.00*	Denfeld HS (DR)	Weekly virtual coaching, access to hundreds of classroom lessons to help students better succeed toward graduation

DocuSign Envelope ID: A55B50F1-A10A-49A0-B0E4-70A73922E30
May 18, 2022

TK Elevator Corporation
Attn: Mark Anderson
4511 West First Street, Suite 2
Duluth, MN 55807

RE: BID #1286 District-Wide Elevator Service - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Anderson:

Attached please find a copy of the agreement between ISD #709 and TK Elevator Corporation for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by May 23, 2022.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on October 1, 2022.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT

ELEVATOR SERVICE - Bid #1286

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor: **TK Elevator Corporation (Name Change from Thyssenkrup Elevator)**
 Contact: Mark Anderson
 Address: 4511 West First Street, Suite 2, Duluth, Minnesota 55807
 Phone: 218-415-1872
 Correspondance Email Address: mark.anderson@tkelevator.com
 Emergency Contact & Phone Number: Central Region Dispatch 800-759-3538

REGULAR HOURLY RATE	FY21 First Year	FY22 Second Year	FY23 Third Year
Mechanic in Charge	\$197.00	\$198.97	\$209.12
Mechanic	\$175.00	\$176.75	\$185.76
Apprentice 4th Year	\$140.00	\$141.40	\$148.61
Apprentice 3rd Year	\$122.50	\$123.73	\$130.03
Apprentice 2nd Year	\$113.80	\$114.94	\$120.80
Apprentice 1st Year	\$96.30	\$97.26	\$102.22
Probation Apprentice	\$87.50	\$88.38	\$92.88
Helper	\$122.50	\$123.73	\$130.03

OVERTIME HOURLY RATE	FY21 First Year	FY22 Second Year	FY23 Third Year
Mechanic in Charge	\$335.00	\$338.35	\$355.61
Mechanic	\$597.50	\$603.48	\$634.25
Apprentice 4th Year	\$238.00	\$240.38	\$252.64
Apprentice 3rd Year	\$208.25	\$210.33	\$221.06
Apprentice 2nd Year	\$193.00	\$194.93	\$204.87
Apprentice 1st Year	\$164.00	\$165.64	\$174.09
Probation Apprentice	\$148.75	\$150.24	\$157.90
Helper	\$208.25	\$210.33	\$221.06

HOLIDAY HOURLY RATE	FY21 First Year	FY22 Second Year	FY23 Third Year
Mechanic in Charge	\$394.00	\$397.94	\$418.23
Mechanic	\$350.00	\$353.50	\$371.53
Apprentice 4th Year	\$280.00	\$282.80	\$297.22
Apprentice 3rd Year	\$245.00	\$247.45	\$260.07
Apprentice 2nd Year	\$228.00	\$230.28	\$242.02
Apprentice 1st Year	\$193.00	\$194.93	\$204.87
Probation Apprentice	\$175.00	\$176.75	\$185.76
Helper	\$245.00	\$247.45	\$260.07

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

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

SERVICE COST PER BUILDING

1	Congdon Park ES	\$900.00	\$909.00	\$955.36
2	Congdon Park ES Lift	\$900.00	\$909.00	\$955.36
3	Denfeld HS	\$900.00	\$909.00	\$955.36
4	Denfeld HS	\$900.00	\$909.00	\$955.36
5	East HS	\$900.00	\$909.00	\$955.36
6	HOCHS	\$900.00	\$909.00	\$955.36
7	Homecroft ES	\$900.00	\$909.00	building sold
8	Laura MacArthur ES	\$900.00	\$909.00	\$955.36
8a	Laura MacArthur ES	\$900.00	\$909.00	\$955.36
9	Lester Park ES	\$900.00	\$909.00	\$955.36
10	Lincoln Park MS	\$900.00	\$909.00	\$955.36
12	Myer-Wilkins ES	\$900.00	\$909.00	\$955.36
15	Ordean East MS - South	\$900.00	\$909.00	\$955.36
16	Ordean East MS - North	\$900.00	\$909.00	\$955.36
17	Piedmont ES	\$900.00	\$909.00	\$955.36
Total Amount		\$13,500.00	\$13,635.00	\$13,375.03

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount Bid **\$47,610.85**

Insurance Received	DS LS	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 369 350 000	
Acceptance of 2022/2023 Contract		Signature: <u>Rod Bierman</u> Date: 6/29/2022	
ISD 709, Cathy Erickson		Signature: <u>Cathy Erickson</u> Date: 6/29/2022	
CFO/Executive Director of Business Services		Signature: _____ Date: _____	

May 18, 2022

Stretar Masonry & Concrete Company, Inc.
Attn: David Greske
5719 Roosevelt Street
Duluth, MN 55807

RE: BID #1285 District-Wide Bricklayer Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Greske:

Attached please find a copy of the agreement between ISD #709 and Stretar Masonry & Concrete Company, Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by May 23, 2022.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **October 1, 2022.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT
BRICKLAYER LABOR

Bid #1285

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor: **Stretar Masonry & Concrete Company, Inc.**

Contact: **David Greske**

Address: **5719 Roosevelt Street, Duluth, Minnesota 55807**

Phone: **218-624-4824** fax **218-624-4825**

Correspondence Email Address **stretar@stretarmasonry.com**

Emergency Contact & Phone Number **William Kero 218-624-4824**

REGULAR HOURLY RATE	<i>FY21</i> <i>First Year</i>	<i>FY22</i> <i>Second Year</i>	FY23 Third Year
FOREMAN	\$94.40	\$95.34	\$100.20
JOURNEYMAN	\$88.55	\$89.44	\$94.00
APPRENTICE	\$81.25	\$82.06	\$86.25

OVERTIME HOURLY RATE

FOREMAN	\$122.00	\$123.22	\$129.50
JOURNEYMAN	\$113.00	\$114.13	\$119.95
APPRENTICE	\$104.50	\$105.55	\$110.93

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

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Bid \$56,088.88

Insurance Received <u>15</u>		Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 368 350 000
Acceptance of 2022/2023 Contract:	DocuSigned by: <u>David Greske</u> B424324E88AC45F...	6/3/2022 signature date
ISD 709, Cathy Erickson:	DocuSigned by: <u>Catherine Erickson</u> EB8F3CAC9D644B3...	6/7/2022 signature date
CFO/Executive Director of Business Services		

May 19, 2022

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

**RE: QUOTE #4341 District-Wide Flooring Installation Labor - Third Year of Contract
(Second of Two Renewable Years)**

Dear Mr. Severin:

Attached please find a copy of the agreement between ISD #709 and Johnson's Carpet One for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by May 23, 2022.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy needs to be **provided as soon as possible as your current certificate expired on May 15, 2022.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT

FLOORING INSTALLATION LABOR

Quote #4341

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	Johnson's Carpet One		
Contact:	Kyle Severin		
Address:	5611 Grand Avenue, Duluth, MN 55807		
Phone:	218-628-2249	fax 218-628-2132	
Correspondance Email Address	kseverin@johnsoncarpetone.com		
Emergency Contact & Phone Number	Jim Pohl 218-628-2249 (office)		

HOURLY RATE	FY21 <i>First Year</i>	FY22 <i>Second Year</i>	FY23 Third Year
REGULAR HOURLY RATE	\$67.00	\$67.67	\$71.12
OVERTIME HOURLY RATE	\$85.00	\$85.85	\$90.23

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

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Quote \$9,022.84

Insurance Received	DS <u>LS</u>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 379 350 000
Acceptance of 2022/2023 Contract	DocuSigned by: <i>David Fiddle</i> <small>FAA371BCEA2C4F5</small>	<i>signature</i>	5/26/2022 <i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	DocuSigned by: <i>Cathy Erickson</i> <small>EB8E2CAC8D644B2</small>	<i>signature</i>	6/8/2022 <i>date</i>

May 18, 2022

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

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

Dear Ms. Randby:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **July 1, 2022**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT**INSPECTION AND TESTING OF FIRE ALARM SYSTEMS**

Quote #4359

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor: **Northland Fire & Safety, Inc.**

Contact: Mary Randby

Address: 2213 East 5th Street, Superior, Wisconsin 54880

Phone: 715-398-6643

fax 715-398-6647

Correspondance Email Address mrandby@northlandfire.com

Emergency Contact & Phone Number Mary Randby 218-788-6651 (pager)

INSPECTION	<i>FY22 First Year</i>	FY23 Second Year	<i>FY24 Third Year</i>
Total Amount of Quote (see page 2 of 2)	\$13,516.00	\$11,787.37	

*(Contractors annual inspection cost)***ADD/DEDUCT PER DEVICE CHARGE**

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

ADD ALTERNATE CLEANING/INSPECTIONS

Kitchen Hood Cleaning (35 hoods) <i>HOCHS removed</i>	\$5,307.00	\$5,577.66	
ANSUL System Inspection (19 systems)	\$4,420.00	\$4,645.42	

*(5.1% increase over FY21 contract)**Estimated Annual Amount of Bid \$22,010.45*

Insurance Received DS LS	DocuSigned by: <i>Mary Randby</i> 22CD49E5E424489	Budget Code 05 E 005 865 363 305 000	5/19/2022
Acceptance of 2022/2023 Contract	DocuSigned by: <i>Cathy Erickson</i> 598F2CAC8D64482	signature	date
ISD 709, Cathy Erickson			6/8/2022
CFO/Executive Director of Business Services		signature	date

INSPECTION BREAKDOWN PER BUILDING

LOCATION	FY22 First Year	FY23 Second Year	FY24 Third Year
1) Central High School (<i>closed</i>)	\$441.00	\$463.49	
2) Congdon Park Elementary School	\$601.00	\$631.65	
Sensitivity Testing (FY22)	\$616.00		
3) Denfeld High School	\$1,966.00	\$2,066.27	
4) East High School	\$976.00	\$1,025.78	
5) Garfield Avenue Building	\$296.00	\$311.10	
6) Historic Old Central High School	\$796.00	<i>building sold</i>	
—Sensitivity Testing (FY24)			
7) Homecroft Elementary School	\$491.00	\$516.04	
Sensitivity Testing (FY24)			
8) Lakewood Elementary School	\$416.00	\$437.22	
Sensitivity Testing (FY24)			
9) Laura MacArthur Elementary School	\$666.00	\$699.97	
10) Lester Park Elementary School	\$331.00	\$347.88	
11) Lincoln Park Middle School	\$506.00	\$531.81	
12) Lowell Elementary School	\$796.00	\$836.60	
Sensitivity Testing (FY24)			
14) Myers-Wilkins Elementary School	\$691.00	\$726.24	
Sensitivity Testing (FY22)	\$1,066.00		
16) Ordean East Middle School	\$686.00	\$720.99	
13) Piedmont Elementary School	\$411.00	\$431.96	
14) Rockridge Academy	\$366.00	\$384.67	
Sensitivity Testing (FY23)		\$466.00	
15) S.T.C. Main Campus (<i>closed</i>)	\$666.00	\$699.97	
16) S.T.C. Upper Campus - In progress of Renovations	\$266.00	<i>renovations</i>	
17) Stowe Elementary School	\$466.00	\$489.77	
Sensitivity Testing (FY24)			
Total Amount of Quote	\$13,516.00	\$11,787.37	

May 18, 2022

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

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

Dear Mr. Schlais:

Attached please find a copy of the agreement between ISD #709 and Summit Fire Protection for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by May 23, 2022.

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

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT

Annual Testing/Maintenance of Sprinkler Systems - Quote #4363

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

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

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

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

Includes City fees and additional systems found *

ANNUAL SERVICE COST PER BUILDING

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

(5.1% increase over FY22 contract)

* as per Summit letter dated 12-10-21

Insurance Received	65	Budget Code	05 E 005 865 363 305 000
Acceptance of 2022/2023 Contract	Kenneth C. Schlais	DocuSigned by:	5/19/2022
ISD 709, Cathy Erickson	Cathy Erickson	signature	date
CFO/Executive Director of Business Services	signature		6/8/2022



Date: December 10, 2021

To: ISD #709 School District
800 Central Entrance
Duluth, MN 55811

Attention: Dave Meyer

Regarding: Fire Protection Proposal
Project Name: Central School Flow switch
Address: Duluth, MN

Mr. Meyer,

As discussed, below is a list of the systems installed and Inspected at the ISD #709 Facilities. The systems listed in **Red** indicate additional systems discovered at each site, compared to the original list. The last column is the change in cost for the additional system Inspections.

Fire Sprinkler systems

1. Central High School	4 Wet, 1 Dry, 1 Standpipe system	\$620
1a. Hydrant Inspections	6 hydrants	\$230
2. Congdon Park Elementary	3 Standpipe, 1 wet, 1 dry, 1 pre-action	\$495
3. Denfeld High School	7 Wet , 17 Standpipe, 1 Anti-freeze , 47 zones	\$2,130
4. East High School	3 Wet, 1 pre-action, 3 Zone valves	\$650
4a. Hydrant inspections	3 Hydrants	\$185
5. Historic Old Central	4 Stand, 5 wet, 4 dry, 1 pre-action, 1 Backflow	\$975
5a. Fire Pump testing		\$400
6. Homecroft Elementary	3 Wet , 1 Backflow	\$370
7. Lakewood Elementary School	1 wet, 1 Backflow	\$185
7a. Fire Pump testing		\$400
8. Laura MacArthur Elementary	2 Wet, 1 Pre-action (Solenoid)	\$345
9. Lester Park Elementary	4 Wet, 1 Pre-action, 1 Anti-freeze	\$630
10. Lincoln Park Middle school	1 Stand, 6 Wet, 2 Anti-freeze , 1 Backflow	\$715
10a. Fire Pump testing		\$400
10b. Hydrant Testing	5 Hydrants	\$185
11. Lowell Elementary	1 Standpipe, 3 Wet	\$370
11a. Hydrant inspections	1 Hydrant	\$95
12. Myers-Wilkins Elementary	3 Stand, 5 Wet , 1 Dry, 1 Pre-action, 1 backflow	\$970
13. Ordean East Middle School	4 Stand, 6 Wet, 1-Dry , 1 Anti , 1 Back , 9 zones	\$1,125
14. Piedmont Elementary	3 Wet, 1 Pre-action, 1 Anti-freeze , 1 Backflow	\$670
15. Rockridge Academy	1 Wet	\$185
15a. Hydrant inspection	1 Hydrant	\$95
16. Secondary Tech Center- Main	1 Standpipe, 1 Wet	\$290
17. Secondary Tech Center – Upper	1 Wet	\$185
18. Stowe Elementary	2 Wet , 2 Backflows	\$380
18a. Hydrant Inspection	1 Hydrant	\$95
Total amount of quote		\$13,375

May 18, 2022

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

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

Dear Mr. Pederson:

Attached please find a copy of the agreement between ISD #709 and Superior Glass, Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by **May 23, 2022**.

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

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT

GLASS REPLACEMENT SERVICES

Quote #4362

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

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

HOURLY RATES	REGULAR	FY22	FY23	FY24
		First Year	Second Year	Third Year
	REGULAR	\$81.22	\$85.36	
	OVERTIME	\$121.83	\$128.04	
	HOLIDAY	\$162.44	\$170.72	
Total Annual Amount of Labor		\$24,366.00	\$25,608.67	

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

Type of Glass	1/4 inch		3/16 inch		1/8 inch		1/2 inch	
	Single Pane Clear Laminated	12.65	13.30			10.65	11.19	253.00
Single Pane Clear Tempered	8.97	9.43	8.92	9.37	8.31	8.73	179.40	188.55
Single Pane Double-Strength Plate					4.13	4.34		
Double Pane Clear Annealed Insul	14.55	15.29					291.00	305.84
Double Pane Colored Annealed Insul	14.75	15.50					295.00	310.05
Double Pane Clear Tempered Insul	17.00	17.87					340.00	357.34
Double Pane Colored Tempered Insul	14.55	15.29					291.00	305.84

(5.1% increase over FY22 contract)

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

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

Insurance Received	DS LS	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 368/379 350 000
Acceptance of 2022/2023 Contract		DocuSigned by: <i>Knute Pedersen</i>	6/1/2022
ISD 709, Cathy Erickson		DocuSigned by: <i>Cathy Erickson</i>	6/8/2022
CFO/Executive Director of Business Services		signature	date

May 18, 2022

Benson Electric Company
Attn: Nathan Sapik
1102 N. 3rd Street
Superior, WI 54880

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

Dear Mr. Sapik:

Attached please find a copy of the agreement between ISD #709 and Benson Electric Company for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

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

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

Bid #1291

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

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

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

OVERTIME HOURLY RATE	FY22	FY23	FY24
JOURNEYMAN	\$139.50	\$146.61	
APPRENTICE - level 6 (85%)	\$105.00	\$110.36	
APPRENTICE - level 5 (75%)	\$93.00	\$97.74	
APPRENTICE - level 4 (65%)	\$81.00	\$85.13	
APPRENTICE - level 3 (55%)	\$69.00	\$72.52	
APPRENTICE - level 2 (50%)	\$63.00	\$66.21	
APPRENTICE - level 1 (45%)	\$57.00	\$59.91	
LOW VOLTAGE TECHNICIAN	\$135.00	\$141.89	
LOW VOLTAGE INSTALLER	\$96.00	\$100.90	

total estimated amount \$41,800.00 \$43,931.80

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

(5.1% increase over FY22 contract)

Insurance Received DS LS	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 370 350 000	
Acceptance of 2022/2023 Contract ISD 709, Cathy Erickson CFO/Executive Director of Business Services	<div style="border: 1px solid black; padding: 5px; margin-bottom: 5px;"> DocuSigned by: Nathan Sapik 753DFC1CAG5C487... </div> <div style="border: 1px solid black; padding: 5px;"> DocuSigned by: Cathy Erickson E88F2CAC8D644B2... </div>	5/23/2022 _____ date 6/8/2022 _____ date

May 20, 2022

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

RE: BID #1302 – Annual Snow Plowing Services - Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy

Dear Ms. Govze:

Attached please find a copy of the agreement between ISD #709 and Viele Contracting Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022**:

- **Agreement**

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy)
- **Please note the change of address for ISD 709 (please correct the COI sent with your response):**

4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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

Prior to final payment, the following is required:

- **Contractor’s Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst



AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **BID #1302 Annual Snow Plowing Services** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Sites awarded are **Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy**. Total contract award amount has an approximate value of \$42,184.00 depending upon the number and depth of snow events and will be determined through execution of this contract based upon rates as defined in the contractor's bid proposal.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1302 response;
3. BID #1302;
4. Contractor's Insurance Policy;
5. Contractor's Affidavit; and
6. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$42184.00 based

upon the number and depth of snow events and rates as defined in contractor's bid. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Viele Contracting Inc., 5064 Reid Rd, 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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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

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

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

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

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

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

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

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

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

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

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

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

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

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

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

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

the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

D5822D3A5897486 41-0997902 5/23/2022

 Viele Contracting Inc. Signature SSN/Tax ID Number Date

DocuSigned by:

1AF4F2483495423... 5/23/2022

 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	Location	810	000	305	000

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

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

DocuSigned by:

EBBF2CAC8D844B2 6/8/2022

 CFO / Superintendent of Schools / Board Chair Date

DS


May 18, 2022

Per Mar Security Services
Attn: David Corder
4210 Airpark Boulevard
Duluth, MN 55811

**RE: QUOTE #4360 District-Wide Security System & Fire Detection Monitoring Services -
Second Year of Contract (First of Four Renewable Years)**

Dear Mr. Corder:

Attached please find a copy of the agreement between ISD #709 and Per Mar Security Services for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by May 23, 2022.**

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

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT

SECURITY SYSTEM & FIRE DETECTION MONITORING SERVICES

QUOTE #4360

Second Year of Contract (First of Four Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

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

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

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

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

1	Congdon Park Elementary School	\$200.00	\$210.20			
2	Denfeld High School	\$200.00	\$210.20			
3	East High School	\$200.00	\$210.20			
4	Laura MacArthur Elementary School	\$200.00	\$210.20			
5	Lester Park Elementary School	\$207.00	\$217.56			
6	Lincoln Park Middle School	\$207.00	\$217.56			
7	Myers-Wilkins Elementary School	\$207.00	\$217.56			
8	Ordean East Middle School	\$207.00	\$217.56			
9	Piedmont Elementary School	\$207.00	\$217.56			
10	Rockridge Academy	\$196.39	\$206.41			
11	Central High School (closed)	\$259.12	\$272.34			
12	Garfield Avenue Building (Utility)	\$188.57	\$198.19			
43	Historic-old Central High School	\$107.88		<i>building sold</i>		
14	Homecroft Elementary School	\$200.00	\$210.20			
15	Lakewood Elementary School	\$193.00	\$202.84			
16	Lowell Elementary School	\$193.00	\$202.84			
17	STC Main Campus (closed)	\$107.68	\$113.17			
18	STC Upper Campus (<i>currently disarmed</i>)	\$92.07	\$96.77			
19	Stowe Elementary School	\$193.00	\$202.84			
20	Transportation Center	\$179.54	\$188.70			
Total Monthly Amount		\$3,745.25	\$3,822.88			

(5.1% increase over FY22)

Total Annual Amount of Quote \$45,874.51

Insurance Received DS LS	Budget Code	01 E LOC 805 000 370 000
Acceptance of 2022/2023 Contract	DocuSigned by:	signature
ISD 709, Cathy Erickson		date
CFO/Executive Director of Business Services	signature	6/8/2022

May 19, 2022

Regional Contracting & Painting
Attn: Rick Impola
PO Box 16153
Duluth, MN 55816

RE: BID #1282 District-Wide Annual Painting Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Impola:

Attached please find a copy of the agreement between ISD #709 and Regional Contracting & Painting for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by May 23, 2022.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **June 24, 2022.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT PAINTING LABOR

Bid #1282

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	Regional Contracting & Painting
Contact:	Rick Impola
Address:	PO Box 16153, Duluth, Minnesota 55816
Phone:	218-341-4683 (Melissa Abbett) fax 218-729-6215
Correspondence Email Address	melissa@regionalcp.com
Emergency Contact & Phone Number	Rick Impola 218-428-3572

REGULAR HOURLY RATE	FY21 <i>First Year</i>	FY22 <i>Second Year</i>	FY23 <i>Third Year</i>
Painter Foreman	\$78.00	\$78.78	\$82.80
Painter Apprentice	\$46.00	\$46.46	\$48.83
Drywall Taper Journeyman	\$78.00	\$78.78	\$82.80
Drywall Taper Apprentice	\$46.00	\$46.46	\$48.83
Plasterers Journeyman	\$78.00	\$78.78	\$82.80

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

OVERTIME HOURLY RATE

Painter Foreman	\$92.38	\$93.30	\$98.06
Painter Apprentice	\$65.16	\$65.81	\$69.17
Drywall Taper Journeyman	\$92.38	\$93.30	\$98.06
Drywall Taper Apprentice	\$65.89	\$66.55	\$69.94
Plasterers Journeyman	\$92.38	\$93.30	\$98.06

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Bid \$34,605.23

Insurance Received DS LS	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 379/384 350 000	
Acceptance of 2022/2023 Contract	DocuSigned by: Rick Impola <small>518E319E72CA49D...</small>	5/26/2022
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	DocuSigned by: Cathy Erickson <small>EB8F2CAC8D644B2...</small>	6/8/2022
	<i>signature</i>	<i>date</i>
	<i>signature</i>	<i>date</i>

May 18, 2022

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

RE: BID #1302 – Annual Snow Plowing Services - Central HS, Congdon Park ES, East HS, Lester Park ES, Myers-Wilkins ES and Piedmont ES

Dear Mr. Beier:

Attached please find a copy of the agreement between ISD #709 and A+ Contractors for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022**:

- **Agreement**

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- **Please note the change of address for ISD 709:**

4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **BID #1302 Annual Snow Plowing Services** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Sites awarded are **Central High School, Congdon Park Elementary School, East High School, Lester Park Elementary School, Myers-Wilkins Elementary School and Piedmont Elementary School**. Total contract award amount has an approximate value of \$70,664.00 depending upon the number and depth of snow events and will be determined through execution of this contract based upon rates as defined in the contractor's bid proposal.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1302 response;
3. BID #1302;
4. Revised Lester Park ES snow plowing map;
5. Contractor's Insurance Policy;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$70,664.00 based upon the number and depth of snow events and rates as defined in contractor's bid. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to A+ Contractors, Inc, 6150 Old Miller Trunk Hwy, Duluth, MN 55779.

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

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

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

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

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

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

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

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

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

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

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

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

350A8BD0CAE5431

 A+ Contractors, Inc. Signature SSN/Tax ID Number Date 6/3/2022

DocuSigned by:

1AFAF2482495423

 Program Director Date 6/3/2022

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	Location	810	000	305	000

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

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

DocuSigned by:

5B8F2CAC8D64492

 CFO / Superintendent of Schools / Board Chair Date 6/8/2022

DS


BID RESPONSE FORM SNOW PLOWING SERVICES

for the period of July 1, 2022 through June 30, 2023

BID #1302

Thursday, March 10, 2022, 2:30 p.m.

Independent School District No. 709
Duluth, Minnesota 55802

Date: 3/10/22

The undersigned, having personally and carefully examined the bidding documents for Snow Plowing Services for the period of July 1, 2022 through June 30, 2023, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said bidding documents.

SITE/ADDRESS	1" - 6"	6.01" - 12"	above 12"
1 Central, 800 East Central Entrance	\$ <u>480</u>	\$ <u>725</u>	\$ <u>985</u>
2 Congdon Park, 3116 East Superior Street	\$ <u>445</u>	\$ <u>665</u>	\$ <u>825</u>
3 Denfeld HS, 401 North 44th Avenue West	\$ <u>750</u>	\$ <u>975</u>	\$ <u>1275</u>
4 East HS, 301 North 40th Avenue East	\$ <u>825</u>	\$ <u>1137</u>	\$ <u>1650</u>
5 Homecroft, 4784 Howard Gnesen Road	\$ <u>450</u>	\$ <u>600</u>	\$ <u>875</u>
6 Lakewood, 5207 North Tischer Road	\$ <u>430</u>	\$ <u>675</u>	\$ <u>995</u>
7 Laura MacArthur, 720 North Central Avenue	\$ <u>600</u>	\$ <u>900</u>	\$ <u>1200</u>
8 Lester Park, 5300 Glenwood Avenue	\$ <u>525</u>	\$ <u>1000</u>	\$ <u>1500</u>
9 Lincoln Park MS, 3215 West 3rd Street	\$ <u>725</u>	\$ <u>1050</u>	\$ <u>1500</u>
10 Lowell, 2000 Rice Lake Road	\$ <u>600</u>	\$ <u>950</u>	\$ <u>1300</u>
11 Myers-Wilkins, 1027 North 8th Avenue East	\$ <u>600</u>	\$ <u>950</u>	\$ <u>1300</u>
12 Ordean East MS, 2900 East 4th Street	\$ <u>600</u>	\$ <u>950</u>	\$ <u>1300</u>
13 Piedmont, 2827 Chambersburg Avenue	\$ <u>450</u>	\$ <u>675</u>	\$ <u>900</u>
14 Rockridge, 4849 Ivanhoe Street	\$ <u>240</u>	\$ <u>350</u>	\$ <u>450</u>
15 Stowe, 715 - 101st Avenue West	\$ <u>750</u>	\$ <u>1125</u>	\$ <u>1500</u>
16 Transportation, 3200 West Superior Street	\$ <u>330</u>	\$ <u>460</u>	\$ <u>600</u>
Total of all sites per snowfall rate (1-16)	\$ <u>8,800</u>	\$ <u>13,187</u>	\$ <u>18,155</u>

1" - 6" total x (16) snowfalls =	\$ <u>140,800</u>	per annual snowfall rate
6.01" - 12" total x (2) snowfalls =	\$ <u>26,374</u>	per annual snowfall rate
above 12" total x (1) snowfalls =	\$ <u>18,155</u>	per annual snowfall rate

(total of three line amounts) \$ 185,329 **Total Annual Amount of Bid**

Total Annual Amount of Bid is based on an estimated number of snowfalls, ISD 709 does not guarantee the minimum or maximum number of snowfalls.

List all equipment to be used in performing snow plowing services:


This equipment will be inspected prior to accepting bid

Equipment (type)	Make	Model/Size	Year
Plow trucks w/ V-plows			
Plow trucks w/ Box Blades			
Front End Loaders		40-50k Lbs	
Skid Steers w/ Buckets			
Skid Steers w/ Blowers			
Dump trucks			
End dumps			

List a minimum of four (4) previous projects:

Project/Location	Years	Contact/Phone
Essential Health	10	Kevin 218-343-5170
Speedways x 7 Locations	7	Kyle 651-425-1734
Duluth Transit Authority	3	Marcy Brown 218-623-4320
Duluth HRA x 7 Locations	4	Terry Packunski 218-529-6300
DNR Lots	2	Kevin Johnson 218-834-1431
ADS 709	1	Dave Meyer
Orinda Realit,	5	218-393-6606

Addendum Received: No. 1 _____ No. 2 _____ No. 3 _____


 Authorized Representative Signature
 Jeremy Beier
 Print Name
 V.P.
 Title
 218-428-3050
 Telephone Number
 Jeremy Beier
 Primary Contact
 Mick Chirello 218-390-4488
 Emergency Contact and Phone Number

A Plus Contractors
 Company Name
 150 Old Miller Trunk Hwy
 Company Address
 Saginaw MN 55779
 City State Zip
 Fax Number
 218-428-3050
 Primary Contact Phone Number
 Sales@AplusDuluth.com
 Correspondence Email Address

May 18, 2022

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

RE: Quote #4372 – District-Wide Annual Refrigeration Repair Service

Dear Mr. Swanson:

Attached please find a copy of the agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022**:

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

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- Please note the change of address for ISD 709:

4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Prior to final payment, the following is required:

- **Contractor’s Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign; this will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst



AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **The Jamar Company**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **Quote #4372 District-Wide Annual Refrigeration Repair Service** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$16,800.00. Total Contract award amount to be determined through execution of this contract based upon labor rates and materials as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's Quote #4372 response;
3. Quote #4372;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$16,800.00 based

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to The Jamar Company, 4701 Mike Colalillo Drive, Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

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

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

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

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

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

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

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

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

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

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

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

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

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

the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:
Mark Swanson SSN/Tax ID Number 3186956 Date 5/27/2022
201212C160CA497
The Jamar Company Signature SSN/Tax ID Number Date

DocuSigned by:
David Spooner Date 5/31/2022
1AEAF2483495423...
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01/05	E	Location	810/865	000/369	350	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:
Cathy Erickson Date 6/8/2022
E08F2CAC0B64482...
CFO / Superintendent of Schools / Board Chair Date

DS
LS

May 20, 2022

Twin Ports Testing
Attn: Tracy Jacobs
1301 N 3rd Street
Superior, WI 54880

RE: Asbestos 3-Year Re-inspection (AHERA) - Congdon ES, Denfeld HS, East HS, Homecroft ES, Lowell ES, Ordean East MS, Rockridge Academy & Transportation

Dear Tracy Jacobs:

Attached please find a copy of the agreement between ISD #709 and Twin Ports Testing for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **May 25, 2022**:

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

Provide the following by **May 25, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- Please note the change of address for ISD 709:

4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)
- **Withholding Affidavit for Contractors (IC 134)** - shall be completed, certified by the Minnesota Department of Revenue and emailed to laura.smithtremble@isd709.org.

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address | 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811 | F: 218.336.8909
Facilities Management | Maintenance - P: 218.336.8907 | Operations - P: 218.336.8905

709 Duluth
Public Schools

AGREEMENT

THIS AGREEMENT made and entered into this 20th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Twin Ports Testing, Inc.**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Conduct Asbestos 3-year Re-inspections for eight (8) ISD 709 - Duluth Public Schools (Congdon ES, Denfeld HS, East HS, Homecroft ES, Lowell ES, Ordean East MS, Rockridge Academy & Transportation) as defined in the attached proposal, **Asbestos 3-year Re-inspection ISD 709 - 8 Schools Duluth, Minnesota TPT #22A0202R** dated April 13, 2022 for a sum not to exceed \$8,670.00 for base quote time and material. Add Alternate #1: If additional bulk sampling is necessary, each bulk sample shall not exceed \$30.00 per sample and must be **authorized in advance by the District.**

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal **TPT #22A0202**;
3. Eight (8) site maps;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment form;
6. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for a sum not to exceed \$8,670.00 for base quote time

and material. Add Alternate #1: If additional bulk sampling is necessary, each bulk sample shall not exceed \$30.00 per sample and must be **authorized in advance by the District.**

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Twin Ports Testing, Inc., 1301 N 3rd St., Superior, WI 54880.

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

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

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

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

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

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

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

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

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

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

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

Workers' Compensation Insurance: Contractor must provide Worker's Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

2D09A81BC19B48A...
 SSN/Tax ID Number 5/20/2022
 Twin Ports Testing, Inc. SSN/Tax ID Number Date

DocuSigned by:

1AF4F2483495423...
 Program Coordinator - Health & Safety 5/20/2022
 Date

DocuSigned by:

86DDF2F2BA8E40F...
 Program Director - Facilities Management 5/20/2022
 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	005	865	358	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

EB8F2CAC8D644B2...
 CFO / Superintendent of Schools / Board Chair 5/23/2022
 Date

DS


May 18, 2022

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

RE: BID #1299 – District-Wide Annual Chiller Inspection and Maintenance Services

Dear Mr. LaLone:

Attached please find a copy of the agreement between ISD #709 and Johnson Controls for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign by May 23, 2022:**

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

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy)
- **Certifications of Factory Certified Technicians**
- **Please note the change of address for ISD 709:**

4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/1st

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Johnson Controls**, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **BID #1299 District-Wide Annual Chiller Inspection and Maintenance Services** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$29,016.00. Total Contract award amount to be determined through execution of this contract based upon annual inspection amounts, hourly service rates and materials as defined in the contractor's bid.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1299 response;
3. BID #1299;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$29,016.00 based

upon annual inspection amounts, hourly service rates and materials as defined in the contractor's bid. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Johnson Controls, 4627 Airpark Blvd, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

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

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

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

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

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

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

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

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

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

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

the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:
Ben Lalone SSN/Tax ID Number 5/19/2022
8FEA6FAF6B9B4AA...
 Johnson Controls Signature _____ Date _____
 SSN/Tax ID Number _____

DocuSigned by:
David Spooner 5/19/2022
1AFAF2483495423
 Program Director _____ Date _____

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01/05	E	Location	810/865	000/380	350	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:
Catherine Erickson 7/1/2022
EB8F2CAC8D644B2
 CFO / Superintendent of Schools / Board Chair _____ Date _____

DS
LS

Order and Pricing Schedule for Duluth Independent School District #709 - MN

Prepared For	Prepared By	Prepared On	Service Start Date
Danielle Dorn	Paula Soucheray	May 13, 2022	July 1, 2022
Duluth Independent School District #709	Senior Sales Consultant		
District Campus Administrator	P: (763) 795-4406	Initial Term	
P: +12183368754	paula.soucheray@infinitecampus.com	12 Months	
danielle.dorn@isd709.org			

Premium Products Licensing and Support

Item	Quantity	Net Price	Initial Term Prorated Price	Annual Recurring Fees
Yearly Event Series (YES)	1	\$3,850.00 Annual Fixed	\$3,850.00	\$3,850.00
Credit - YES Introductory Savings - Yearly Event Series (YES)	1	(\$100.00) One-Time	(\$100.00)	\$0.00
Campus Passport Discount - Yearly Event Series (YES)	1	(\$500.00) Annual Fixed	(\$500.00)	(\$500.00)
TOTAL PREMIUM PRODUCTS LICENSING AND SUPPORT			\$3,250.00	\$3,350.00

INFINITE CAMPUS TOTALS

Initial Term Total:	\$3,250.00
Annual Recurring Total:	\$3,350.00

By: Catherine Erickson
 Name: Catherine Erickson (Catherine Erickson, CDT)
 Its: CFO
 Date: Jun 24, 2022

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 22nd day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Great Lakes Office Solutions 1423 N 8th St, Superior, WI 54880** 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. This Agreement shall be deemed to be effective as of July 1, 2022, and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This is the final year of the four-year Agreement period. As approved by the School Board May 21, 2019.
2. **Performance.** RFP-310 – Copier Service Contract per specifications and the response provided to the RFP.
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. **Reimbursement.** 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.
5. **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.

6. **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.
7. **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.
8. **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.

9. **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.

10. **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 Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Road Suite 108, Duluth, MN 55811. 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: Great Lakes Office Solutions 1423 N 8th St, Superior, WI 54880
11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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 without regard to conflict of laws considerations.

14. **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 bidding 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.

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

16. **Cancellation.** ISD 709 option per conditions outlined in the termination section of RFP-310 specifications.

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

18. **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>
Cathy Erickson	CFO/ Executive Director of Business Services

19. **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.

20. **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

Cathy Erickson
Signature
Cathy Erickson
CFO/ Executive Director of Business Services

CONTRACTOR

Signature

Name – Please Print

Title – Please Print

Taxpayer Identification Number

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 28th day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, Pan-O-Gold Baking Co., 444 E St Germain St, St. Cloud, MN 56302 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. This Agreement shall be deemed to be effective as of July 1, 2022, and shall remain in effect until June 30, 2023, (with an additional one (1) year term by mutual agreement of both parties) 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. Bid-1304 - Bakery Products per specifications and the response provided to the Bid.
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. Reimbursement. 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.
5. 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.
6. 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.

7. 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.

8. 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.

9. Indemnity and defense of ISD 709. Contractor shall indemnify, hold harmless and defend ISD 709, 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.

10. 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 Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Rd Suite 108, Duluth, MN 55811. 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: Pan-O-Gold Baking Co., 444 E St Germain St, St. Cloud, MN 56302.

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 ISD 709.

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 without regard to conflict of laws considerations.

14. 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. I 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 bidding 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.

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

16. Cancellation. ISD 709 option per conditions outlined in the termination section of Bid-1304 specifications.

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

18. 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>
Cathy Erickson	CFO/ Executive Director of Business Services

19. 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.

20. 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



Signature

Cathy Erickson

CFO/ Executive Director of Business Services

CONTRACTOR

Signature

Name – Please Print

Title – Please Print

Taxpayer Identification Number



Qmlativ

Duluth, MN

The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.

Hosted by ISCorp

School Business Suite

	<i>Initial Investment</i>	<i>Services</i>	<i>Full 12-Month Recurring Fees</i>	<i>Total</i>
School Business Suite Software				
Import Timesheet Third Party Data	\$ 4,070.00	\$ -	\$ 1,221.00	\$ 5,291.00
School Business Suite Setup / Training				
Web Hours (2)	-	400.00	-	-
¹ Skyward Discount	-	(400.00)	-	-
Project Management	-	330.00	-	-
¹ Skyward Discount	-	(330.00)	-	-
Subtotal School Business Suite	\$ 4,070.00	\$ 330.00	\$ 1,221.00	\$ 5,291.00
² Total School Business Suite Solution				\$ 5,291.00

Pricing Footnotes

See Terms and Conditions for revised payment terms.

220616dtc

¹ This proposal includes a discount off of the Skyward training fees.
 This proposal also includes a Project Management discount.
 This discount is valid for a limited time and may be discontinued without prior notice.

220609dp

² Any applicable third-party product licenses may be subject to an annual increase.
 Skyward requires an SSL (Secure Socket Layer) certificate to run any web-based applications.
 Skyward's IT Services can provide you more information including cost and installation of an SSL certificate.

Training Footnotes

Skyward consultation and training is sold as a number of days and web hours identified on the proposal. The number of days and hours sold is an estimate of customer needs based on a combination of preliminary information gathered from the customer prior to the sale and Skyward's past training experience. It will be at the discretion of the Skyward and Customer Project Managers to use the days and web hours in a manner that best suits the customer. Any time spent by Skyward consultants for preparation, follow up, and the creation of training materials or other deliverables is also considered billable and will be deducted from this consulting time at the consulting rate. The customer can purchase additional consulting hours if more consulting time is needed.

Web training allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.



Custom Forms (Checks, W-2's, etc.) and Peripherals

Nelco is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

School Technology Associates, Inc. has worked with Skyward for over 25 years and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Food Service, Fixed Assets, and TrueTime software. All items have been completely tested by Skyward and are in use by other Skyward customers nationwide. If the district opts to use an optional third-party reader, please contact STAi for approved hardware and system quote. These readers and the interface software are sold independently of Skyward.

Dan Hoerl, President
School Technology Associates, Inc.
sales@k12sta.com
support@k12sta.com

Your one-stop source for your Skyward needs.
(877) 436-4657 - Toll Free Order Line
www.k12sta.com

Recurring Fee Information

Your Recurring Fees Include:

- Unlimited software support requests for designated support contacts
- Periodic product webinars
- Quarterly customer newsletter
- Product updates throughout the year
- State and Federal required reports

Terms and Conditions

- See attached Terms and Conditions page for further information.
The Terms and Conditions page must be executed by an authorized representative.



TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

Payment Terms:

1. Skyward Initial Investment Fee (if applicable)

If Core Sale: 100% payment due upon installation of software onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% payment due upon execution of Terms and Conditions or acceptance of proposal.

2. Professional Services

a. Installation and Training Services

If Core Sale: Payment for all training and installation services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.

Installation and Training Services hours must be used within 12 months of installation. Unused hours will be forfeited and are not refundable.

All training days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.

b. Project Management / Consultative Services

Payment due upon execution of Software License Agreement, Terms and Conditions or acceptance of proposal.

All Project Management / Consultative Services days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the implementation of each software module to which these days pertain. Any Project Management / Consultative Services days that are not utilized by Customer within the time provided will expire and are non-refundable.

c. Data Migration Fees

If Core Sale: Payment for all data migration services due upon installation of any Skyward programs onto Customer's system or access to Skyward data through hosting services.

If Non-Core Sale: 100% billed upon execution of Terms and Conditions or acceptance of proposal.

Data used for the data migration must come from one system.

d. Custom Programming / Programming Condition(s) of Sale

Billed upon completion.

3. Skyward Full 12-Month Recurring Fees

If Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2022 through June 30th or August 31st as designated within the signature section.

If Non-Core Sale: Skyward 12-Month Recurring Fees will begin on 7/1/2022 through June 30th or August 31st as designated within the signature section.

Subsequent years of Skyward 12-Month Recurring Fees will be billed on a fiscal year basis and due on the 1st day of the fiscal year.

CONC-8

4. Third Party Software, Hardware and Related Services

Payment due upon delivery of product and / or services.

5. Third Party 12-Month Recurring Fees

Third Party 12-Month Recurring Fees will be billed upon start of fees as indicated by the third party vendor. For the initial year, the fees will be prorated through the end of the Customer's current fiscal year if permission has been granted by said vendor. Subsequent years will renew under the same terms.

6. Scheduling of Installation

Installation of software must occur within 12 months of purchase. Purchases made subsequent to this sale will be quoted at the then-current price.

7. Taxes

If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials, or Skyward services, then Customer agrees to pay the amount specified and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

Customer agrees to the terms and conditions listed above and set forth in the proposal.

First Day of Fiscal Year: 7/1/22

Catherine Erickson
Customer Signature

Catherine Erickson
Printed Name

6/15/22
Date

Budget Code
01 E 005 108 160 011 000



FY23

Invoice

Page 1/1
 Invoice 0724916
 Date 6/1/2022

Integrated Systems Corporation
 10325 N. Port Washington Road
 Mequon WI 53092

EMAILED
 JUN 15 2022
 TO: Brett

Bill To: Duluth ISD 709
 215 N 1st Ave East
 Duluth MN 55802

Ship To: Duluth ISD 709
 215 N 1st Ave East
 Duluth MN 55802

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		DULUTH ISD 709			OFFICE	Net 30	6/1/2022	105,148
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price	
1.00	1.00	0.00	SUBSCFEE	Service Bureau Subscription Fee	\$0.00	\$19,008.00	\$19,008.00	

Skyward hosting services from July 2022 through June 2023.

Subtotal	\$19,008.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$19,008.00

ISCORP's 2022 price increase is reflected in this invoice. If you have any questions, please contact us at accountsreceivable@iscorp.com

ACH (Preferred):

North Shore Bank | Routing Number: 275071356 | Checking Number: 27927490
 Remittances to: accountsreceivable@iscorp.com

Send checks to ISCORP's lockbox: PO Box 75278, Chicago IL 60675-5278

Catherine Erickson
 Catherine Erickson, CFO

RECEIVED
 JUN 07 2022
 ACCTS PAYABLE

Budget Code
 01 E 005 108 160 405 011



Integrated Systems Corporation
10325 N Port Washington Road
Mequon, WI 53092
(262) 240-7777
www.iscorp.com

May 13, 2022

We are streamlining our invoicing process & we have a new bank account (since January 2022)

We need your help to facilitate this process which will enable us to serve you in a more efficient way. If you are not already receiving our invoices via email, please supply your email address and customer ID to the following address:

accountsreceivable@iscorp.com

Preferred Method is ACH:

Bank Name: North Shore Bank
15700 W Bluemound Rd
Brookfield, WI 53005

Routing Number: 275071356

Checking Account Number: 27927490

Send all detailed Remittances to: accountsreceivable@iscorp.com

If ACH is not possible, please remit checks to:

ISCorp
PO Box 75278
Chicago IL 60675-5278

Note: Please do not mail checks to ISCorp's HQ address.

We appreciate your cooperation.

Sylvia Diedrich
Sylvia Diedrich
CFO

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

CUSTOMIZED TRAINING INCOME CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College (hereinafter MnSCU), and ISD 709 – Duluth Public Schools, 4316 Rice Lake road, Suite 108, Duluth, MN 55811 (hereafter "PURCHASER") agree as follows:

1. DUTIES OF MnSCU. MnSCU agrees to provide the following:

a. Title of Instruction/ Activity/ Service:

First Year Experience Course – provide the 1-credit FYE 1000 First Year Experience Course for ISD 709 students. The course will be delivered in a hybrid fashion with the class meeting for 2 hours on Thursday mornings from July 7, 2022 through July 28, 2022. There will be additional online requirements of the students. The course will be capped at 25 students.

Lake Superior College will assist with the application and registration process for students.

CTE Experiences – provide hands on experiences in CTE areas over two (2) days. Days, times, and content areas will be agreed upon by the parties and will be based on availability of space and faculty.

Extended School Year – facilitate hiring of staff to assist with the ISD 709 Extended School Year (ESY) program. The program is delivered from July 11, 2022 through August 5, 2022.

b. Instructor/ Trainer/ Consultant: Instructors will be agreed upon by both parties and will be hired and paid through Lake Superior College.

c. Location:

FYE 1000 – This course will be conducted in both online and face-to-face components. The face-to-face components of the course will take place on the Lake Superior College main campus.

CTE Experiences – The two hands-on experience days will take place in-person at one of the Lake Superior College facilities.

Extended School Year – The Extended School Year program will take place at one of the ISD 709 facilities.

2. DUTIES OF THE PURCHASER. The PURCHASER agrees to provide:

First Year Experience Course –

- Identify students who would benefit from the FYE 1000 course and provide time for Lake Superior College staff to walk students through the application and registration process.
- Assist with arranging transportation for students to travel to Lake Superior College on Thursday mornings.
- Provide time and assistance as needed for students to complete the online component of the FYE 1000 course.

CTE Experiences –

- Work with the Lake Superior College Perkins Coordinator to identify days, times, and appropriate CTE experiences.
- Assist in “registration” of students in the arranged experiences.
- Assist with arranging transportation for students to travel to various Lake Superior College locations on the days arranged.

Extended School Year –

- Provide Lake Superior College with the position description required for ESY staffing.
- Collaborate with Lake Superior College in hiring appropriate individuals for ESY staffing.
- Assist Lake Superior College with the onboarding process by helping to get necessary information from new hires.

3. SITE OF INSTRUCTION/ ACTIVITY/ SERVICE: Lake Superior College shall make all of the arrangements, including any payment, for the location, transportation, and other mutually agreed upon expenses to be used for the Instruction/ Activity/ Service. These services are reflected in the attached budget.

4. CONSIDERATION AND TERMS OF PAYMENT.

a. COST.

Cost of Instruction/ Activity/ Service (total or per hour):

Not to exceed Seventy-Five Thousand and 00/100 dollars (\$75,000).

Notwithstanding the thirty (30) day notice period established in paragraph 7, in the event that the PURCHASER desires to cancel or reschedule the Instruction/ Activity/ Service due to low enrollment, PURCHASER shall give at least ten (10) days’ notice in writing to MnSCU’s authorized agent to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, MnSCU shall be entitled to payment calculated according

to paragraph 7. If the Instruction/ Activity/ Service is rescheduled as provided herein, payment shall be according to this paragraph 4.

- b. TERMS OF PAYMENT. MnSCU will send an invoice for the Instruction/ Activity/ Service performed. The PURCHASER will pay within thirty (30) days of receiving the invoice. Please send payment to:

Lake Superior College
Accts. Receivable
2101 Trinity Road
Duluth, MN 55811

5. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

- a. PURCHASER'S authorized agent:

Name: Cathy Erickson
Title: Executive Director of Business Services and Chief Financial officer
Address: Duluth Public Schools, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811
Telephone: 218-366-8704
E-Mail: Catherine.erickson@isd709.org
Fax: 218-336-8773

- b. MnSCU' S authorized agent:

Name: Linda Kingston
Title: Vice President of Academic and Student Affairs
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: 218-733-7367
E-Mail: linda.kingston@lsc.edu
Fax: 218-733-7765

6. TERM OF CONTRACT.

This contract is effective on July 1, 2022 or upon the date the final required signature is obtained by MnSCU, whichever occurs later, and shall remain in effect until August 31, 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The PURCHASER understands that no work should begin under this contract until all required signatures have been obtained.

7. CANCELLATION. This contract may be canceled by the PURCHASER or MnSCU at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such cancellation, MnSCU shall be entitled to payment, determined on a pro-rated basis, for work or Instruction/Activity/Service satisfactorily performed.
8. ASSIGNMENT. Neither the PURCHASER nor MnSCU shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
9. LIABILITY. The PURCHASER shall indemnify, save, and hold MnSCU, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MnSCU, arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal

remedies the PURCHASER may have for MnSCU' S failure to fulfill its obligations pursuant to this contract.

10. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MnSCU IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MnSCU must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MnSCU in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MnSCU.

In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MnSCU. MnSCU will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

12. RIGHTS IN ORIGINAL MATERIALS. Each party shall retain all rights to their materials, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentations, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form developed.

13. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. OTHER PROVISIONS. None

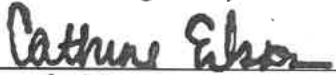
The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. PURCHASER: ISD 709 – Duluth Public Schools

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

By (authorized signature)	
Title	CFO
Date	6/16/22

By (authorized signature)	
Title	
Date	

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)	Linda Kingston
Title	Vice President of Academic and Student Affairs
Date	

3. AS TO FORM AND EXECUTION:

By (authorized college/university/system office initiating agreement)	Nickoel Anderson
Title	Director of Business Services
Date	

Project	Expense Type	Amount	# People	#Days	Extended Amount	Notes
First Year Experience	Faculty Credit Rate	\$ 2,676.07	1	\$	2,676.07	This is for one session - hybrid 2 hours per day, 1 days per week on Thursday mornings from July 5 through July 28 - online work required of students Bussing for students to LSC each Thursday. \$30/hour for 4 hours
	Faculty Fringe Rate 40%	\$ 1,070.43	1	\$	1,070.43	
	Transportation	\$500	4	\$	2,000.00	
	Application/Registration Personnel	\$ 120.00	1	\$	120.00	
	Personnel Fringe Rate 40%	\$ 48.00	1	\$	48.00	
Extended School Year	Instructor Rate per day	\$ 250.00	5	20	\$ 25,000.00	Just guessing on the number of people who will help
	Instructor Fringe Rate 18%	\$ 45.00	5	20	\$ 4,500.00	
CTE Experience	Faculty Stipends	\$ 550.00	10	1	\$ 5,500.00	Assuming 2 days I'm not sure what the daily rate for bussing is anymore 20 students and 10 staff per day
	Faculty Fringe Rate = 40%	\$ 220.00	10	1	\$ 2,200.00	
	Materials			\$	5,000.00	
	Transportation	\$ 500.00	2	\$	1,000.00	
	Meals	\$ 16.00	30	2	\$ 960.00	
Subtotal				\$ 50,074.50		
Indirect Costs				\$ 16,073.91		
Total				\$ 66,148.41		



A Kelly® Education Company

AGREEMENT FOR EDUCATIONAL STAFFING

THIS AGREEMENT, dated July 20, 2022, is between Teachers on Call, a Kelly® Education Company, ("TOC") with its principal offices located at 3001 Metro Drive, Suite 200, Bloomington, MN 55425, and Duluth Public Schools, with its principal offices located at 4316 Rice Lake Road, Suite 108, Duluth MN 55811 ("Customer").

1) DESCRIPTION, LOCATION AND PRICING OF SERVICES

TOC will assign to the Customer, TOC temporary employees ("Assigned Employees"), to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibits A and C ("Pricing"). Exhibit C, the Customer Information Sheet, will be completed with Customer's collaboration and will provide detailed business requirements necessary to assist with meeting Customer needs. For instructional and paraprofessional positions, Customer agrees that TOC shall be the exclusive contract provider of Assigned Employees to Customer. The Pricing in Exhibit A is confidential between TOC and Customer. Customer will be permitted to use the Exhibit in connection with its business operations, responses to Freedom of Information Act requests, and other uses as required by law. Should Customer determine that it may be legally obligated to disclose this information, Customer shall provide notice to TOC at least five (5) business days in advance of producing any such information

2) TOC GUARANTEE

TOC guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, TOC will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first day of an Assigned Employee's assignment. If TOC receives notice after an Assigned Employee's first day, TOC will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services.

3) TOC'S RESPONSIBILITIES

As the provider of staffing services, TOC will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

- (a) Source, recruit, select, and hire Assigned Employees;
- (b) At TOC's expense, conduct an annual background check on all Assigned Employees;
- (c) Place Assigned Employees according to Customer's requirements;
- (d) Instruct Assigned Employees to verify time worked in TOC's timekeeping system;
- (e) Pay Assigned Employees their wages and provide them the benefits that TOC offers, inclusive of any government mandated benefits, as TOC employees;
- (f) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
- (g) Provide workers' compensation benefits and coverage for Assigned Employees;
- (h) Maintain Assigned Employees' personnel and payroll records related to their employment by TOC;
- (i) Comply with laws, rules or regulations applicable to providers of staffing services;
- (j) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;
- (k) Require Assigned Employees to execute agreements that Customer requests regarding intellectual property developed by them in performance of their work for Customer;
- (l) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
- (m) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security);
- (n) Make legally required employment law disclosures to Assigned Employees; and
- (o) Comply with the Patient Protection and Affordable Care Act ("Affordable Care Act") and its regulations, as applicable, and have established internal procedures to review and maintain its compliance with the Affordable Care Act.

© 2022 Teachers On Call, a Kelly® Education Company

An Equal Opportunity Employer



A Kelly® Education Company

4) CUSTOMER'S RESPONSIBILITIES

As the recipient of TOC's staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans. The Customer also will:

- (a) Promptly invite all Assigned Employees to apply with TOC and attend a training session, so that TOC may enter their information into the TOC database. If a large enough pool of the Customer's subbase does not sign up to work with TOC in the initial training sessions, the start date with TOC may have to be delayed;
- (b) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, safe use of equipment, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;
- (c) Provide TOC with prompt notice of any injury suffered by an Assigned Employee;
- (d) Use Assigned Employees only in assignments that match the job descriptions for which TOC places them, and will not give duties to Assigned Employees that the Assigned Employee must perform outside of Customer's premises, and will take full responsibility for assignments or duties that differ from the Assigned Employees' mutually agreed upon job duties, responsibilities, work environment or location, unless mutually agreed to pursuant to paragraph 14(f) of this Agreement;
- (e) Notify TOC as early as possible (either, for example, prior to 6:00 a.m. or three (3) hours prior to the start of the class, through the protocols established by TOC for such notice, of the need for Assigned Employees for a given day; however, TOC and Customer recognize that the need for a substitute may occur later than anticipated and that in such cases, TOC will use its best efforts to find an Assigned Employee for such Customer requests;
- (f) Provide adequate internal controls, security and instructions for Assigned Employees;
- (g) Supervise the performance of Assigned Employees using the same degree of diligence used to supervise its own employees;
- (h) Assume responsibility for the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees;
- (i) Not allow Assigned Employees to drive any students in any vehicle as part of their assignment;
- (j) Assume responsibility for driving related to the assignment, the use of any vehicle, training and safe use of machinery, and/or equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims);
- (k) Assume sole responsibility for any bodily injury claims asserted against TOC or its Assigned Employees by students, their parents or representatives, Customer personnel or business invitees, or other third parties (except to the extent that such claims are based on the negligence of TOC or the failure of TOC full time staff personnel to fulfill their obligations regarding the recruitment, screening, and hiring of the Assigned Employees);
- (l) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications;
- (m) Provide TOC with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit TOC to actively participate in Customer's investigation of such a concern or complaint;
- (n) Provide TOC with written notice within one business day after the Customer learns of any formal or informal complaint, litigation, potential litigation, or an administrative or governmental charge, that involves an Assigned Employee, and permit TOC a reasonable opportunity to participate actively in the matter, as TOC sees fit;
- (o) Ensure that Assigned Employees do not work at heights, actively or competitively participate in any physical activities, exercises, competitive games or sports with students or other faculty members at any time, including in school gymnasiums, classrooms, or on the playground. In the event an Assigned Employee is assigned to a physical education class, physical activity shall be limited to non-participation instructional purposes only;
- (p) Ensure Assigned Employees who are placed at Customer through TOC shall not work directly for Customer, or a third party contracted by Customer, in any capacity where such Assigned Employees receive compensation during the same time period from TOC, Customer or third party;



A Kelly® Education Company

- (q) Provide a list of employees Customer has employed prior to this Agreement that Customer wishes to remain in pool of Assigned Employees placed by TOC to Customer. Customer shall provide a written list of such employees and may update said list, by written addition or deletion of all changes, as appropriate. If Customer utilized another vendor prior to this Agreement, Customer will make a good faith effort to produce a list of employees who provided services through such vendor;
- (r) Assume responsibility for the conduct of its own officers, employees, and agents; and
- (s) Comply with duties imposed on it by law, rule, or regulation.

5) CUSTOMER REPRESENTATIONS

The Customer represents and warrants that:

- (a) Its actions under this Agreement do not violate or overlap its obligations under any agreement that Customer has with any labor union;
- (b) TOC's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;
- (c) The Customer has disclosed to TOC all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;
- (d) When applicable, and if Customer, not TOC, is the recipient of the Assigned Employees' fingerprint background check clearance/suitability letter, Customer will provide TOC with the clearance information and any updated information in a timely manner;
- (e) The Customer has the right, power, requisite authorization and has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;
- (f) At the beginning of the school year, but at a minimum, not less than thirty (30) days prior, Customer will use best efforts to advise TOC of all scheduled professional development days;
- (g) Customer acknowledges that TOC is responsible for recruiting of Assigned Employees, however, Customer and TOC will collaborate on marketing, advertisement, and recruitment methods;
- (h) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement; and
- (i) The Customer neither requests nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless TOC gives its written consent in advance.

6) INTELLECTUAL PROPERTY/ASSIGNED EMPLOYEES' DATA

All TOC and Customer intellectual property, including processes, procedures, trademarks and copyrights, are and shall remain the sole property of each respective party.

Customer will only use Assigned Employees' Data ("Assigned Employees' Data") being defined as personal information, including, but not limited to, Assigned Employees' identity, U.S. mail or email address, contact information, social security number, phone number or personal health information) in connection with Services provided by TOC in accordance with this Agreement. Customer acknowledges that Assigned Employees' Data is proprietary, personal and highly confidential, and Customer shall not disclose the information to any third parties unless legally required to do so. Should Customer determine that it may be legally obligated to disclose Assigned Employees' Data, Customer shall provide notice to TOC at least five (5) business days in advance of producing any such information.

7) BILLING & PAYMENT TERMS

(a) Invoices.

- i) The Customer will be invoiced for Assigned Employees only when they are confirmed for an assignment. (An assignment is confirmed when it is created in Absence Management; a confirmation number is assigned. If changes are made to the assignment before the Assigned Employee drives to the Customer location, TOC



A Kelly® Education Company

- will not pay the Assigned Employee nor invoice the Customer. However, if changes are made after the Assigned Employee drives to the Customer location, TOC or the Customer will try to re-assign them. If the Assigned Employee cannot be re-assigned, the Assigned Employee will be paid and the Customer will be invoiced for a half day.)
- ii) When all efforts to find a substitute paraprofessional are exhausted, TOC will assign a licensed teacher, and pay and bill at the teacher rate.
 - iii) TOC will invoice Customer each week for all compensable time in accordance with applicable laws, including but not limited to hours worked on assignment, training, testing or screening completed by Assigned Employees after hire, at agreed-upon rates; the rates at which TOC will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. Service lines may be added by mutual agreement of the parties via amendment to this agreement and Exhibit A. Payment terms are net fifteen (15) days from receipt of TOC invoice. TOC reserves the right to charge past due accounts 1.5% interest per month from due date. Any dispute to an invoice must be communicated within fifteen (15) days of issuance of such invoice, or the Customer waives the right to object to the invoice and will be held accountable for payment.
 - iv) Customer will not use any kind of procurement card for payment to TOC.
 - v) In the event of termination of this Agreement, Customer will pay TOC promptly for services performed up to the time of termination. If the Customer's rates are not set out in Pricing Exhibit A, TOC and the Customer will agree on rates at the time of an order, which TOC will record electronically in its systems.
- (b) **Disputed Amounts.** If this Agreement is terminated by TOC or Customer or Customer disputes any amount invoiced by TOC, TOC shall be timely paid (in accordance with the payment terms in Section 7 (a)) by Customer for all fees/services that are not in dispute. If Customer fails to pay TOC any fee when due, Customer shall be liable for a late charge equal to one- and one-half percent (1 ½%) per month on the outstanding amounts beginning on the due date and Customer shall be responsible for reasonable attorneys' fees incurred by TOC to collect the outstanding amount.
- (c) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- (d) **Pricing Adjustments.** Upon prior written notice, TOC may adjust pricing:
- i. To reflect the impact of inflation upon our costs by an amount not to exceed the year over year change in the Consumer Price Index for the preceding 12 months; or
 - ii. If any law, regulation and/or policy is enacted that is applicable to either TOC or Customer that requires an increased and/or additional compensation and/or benefits to Assigned Employees, TOC may change the pricing for the current school year(s) contained in Exhibit A. The pricing in Exhibit A shall be adjusted to reflect the actual cost increase to TOC reasonably calculated on a direct or pro rata basis; or
 - iii. For changes in sales, use, or gross receipts taxes; or
 - iv. For changes in (A) the Customer's requirements (e.g., requisition, billing and invoicing processes; the introduction of third-party software systems and processes), (B) service levels, or (C) service delivery method; or
 - v. If market conditions dictate that TOC must pay a higher wage in order to attract Assigned Employees; or,
 - vi. To ensure that the pay rates comply with federal and state laws and regulations regarding minimum wages and overtime compensation.
- (e) **Record of Time Worked; Automated Scheduling.** Customer agrees to verify the Assigned Employee's time through TOC's online Customer Portal every Monday between 1 PM and 6 PM Central time. By approving the timecard, the Customer agrees that the hours submitted are accurate and the Customer is responsible for payment. If a timecard in the Customer Portal is not approved by 6 PM Central time Monday but was appropriately submitted, TOC will tacitly approve and process for payment, the Assigned Employee will be paid, and the invoice will be submitted for full payment by the Customer.



A Kelly® Education Company

- (f) **Expenses.** Expenses (e.g., mileage) and all costs and administrative fees associated with required screenings and drug tests will be charged to the Customer, passed through without mark up.

8) WORKERS' COMPENSATION AND LIABILITY INSURANCE

TOC will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

- (a) **Workers' Compensation.** Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;
- (b) **Commercial General Liability.** Commercial general liability insurance with a \$1,000,000 combined single limit per occurrence and includes contractual liability and personal injury coverage;
- (c) **Umbrella Liability Insurance.** Umbrella liability insurance to be used in excess of the liability policies with \$15,000,000 combined single limit per occurrence; and
- (d) **Commercial Blanket Bond.** A commercial blanket bond with limits of \$3,000,000 in the aggregate per occurrence and includes coverage of employee dishonesty to the extent TOC failed in its responsibilities in Section 3 of the Agreement.

TOC will provide Customer with a certificate of this insurance coverage upon request.

9) INDEMNIFICATION BY TOC

- (a) TOC will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:
 - i) TOC's failure to comply with its obligations under applicable employment-related laws, regulations or orders in TOC's capacity as the general employer of the Assigned Employees;
 - ii) Breach of any obligation of TOC contained in this Agreement; or
 - iii) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any TOC employees or, in the event of death, by their personal representatives.
- (b) TOC's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) claims that do not result in a finally adjudicated claim of damages against Customer brought by a third party, (iii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iv) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (v) the extent that Customer is required to indemnify TOC against such Damages under Section 10.

10) INDEMNIFICATION BY CUSTOMER

- (a) To the extent permitted by law, Customer will indemnify, defend and hold harmless TOC and its directors, officers, employees and agents from and against all damages imposed upon or incurred by TOC, other than for job-related bodily injury or death of an Assigned Employee, arising out of any of the following:
 - i) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or
 - ii) Breach of any obligation of Customer contained in this Agreement;
- (b) Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential damages or (ii) to the extent any damages are caused by any negligent act or omission or intentional misconduct of TOC, its officers, employees or agents.

11) NOTIFICATION OF CLAIMS

- (a) Customer and TOC agree (i) to notify each other in writing of any asserted claim within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and



A Kelly® Education Company

- (ii) to permit TOC or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.
- (b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of TOC must be obtained from the TOC Law Department in Troy, Michigan.

12) TERM; TERMINATION

The term of this Agreement begins as of the date first shown above with a first date of service of September 9, 2022, if all deadlines are met, and will continue in effect until canceled by either party upon allowing not less than sixty (60) days prior written notice to the other. TOC reserves the right to terminate this Agreement immediately in the event of non-payment. Further, TOC has the right to terminate this Agreement should any student or Customer employee physically or verbally assault or injure an Assigned Employee and Customer does not respond to the incident to TOC's satisfaction. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.

13) NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

14) MISCELLANEOUS

(a) Notices

- i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by e-mail or other transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.
- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

(b) Severability; Waiver

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.

(c) Assignment

Neither TOC nor Customer may assign this Agreement without the prior written consent of the other party. TOC may use secondary vendors to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.

(d) Independent Contractor

In its performance of this Agreement, TOC will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make TOC an agent, partner or joint venturer of Customer.

(e) Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results



A Kelly® Education Company

from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, pandemic, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a force majeure event shall give notice within five (5) days of the force majeure event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.

(f) **Amendments**

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

(g) **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(h) **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of MN without giving effect to any choice or conflict of law provision or rule.

(i) **Entire Agreement**

This Agreement, its exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

Teachers on Call, a Kelly® Education Company

Duluth Public Schools

By: _____

By: John Magas

Name: _____

Name: John Magas

Title: _____

Title: Superintendent

Date: _____

Date: 7/14/22



A Kelly® Education Company

EXHIBIT A – PRICING

FOR TEACHERS ON CALL, A KELLY® EDUCATION COMPANY

This Pricing Exhibit A is incorporated and made part of the terms of the Agreement between Teachers On Call, a Kelly® Education Company, and Duluth Public Schools dated 7/20/2022. The pricing set forth in this Exhibit A shall be effective from 7/20/2022 through 6/30/2024.

1. Types of Assignments; Pricing

The Assigned Employees will be assigned to the following positions and at the following mark-ups:

Job Title	Daily or Hourly Pay Rate	Markup
Substitute Teacher <i>(full day rate)</i>	Set by Customer*	1.30
Substitute Teacher <i>(half day rate)</i>	Set by Customer*	1.30
Substitute Teacher – Retiree <i>(full day rate)</i>	Set by Customer*	1.30
Substitute Teacher – Special Ed <i>(full day rate)</i>	Set by Customer*	1.30
Substitute Teacher – Long Term <i>(full day rate)</i>	Set by Customer*	1.30
Substitute Paraprofessional <i>(hourly rate)</i>	Set by Customer*	1.30
Substitute Paraprofessional – Long Term <i>(hourly rate)</i>	Set by Customer*	1.30

*As set forth in Exhibit C – Customer Information Sheet

- The Customer sets the daily and hourly rates for the Assigned Employees. The substitutes' rate must be market rate, comparable to neighboring districts, and meet minimum wage legislation
 - Substitute teachers are paid at a half day or full day rate [minimum four hours per assignment]
 - *A half day is four hours or less, and a full day is anything over four hours (rounded to the nearest 15-minute increment)*
 - Substitute paraprofessionals are paid at an hourly rate [minimum four hours per assignment and then in 15-minute increments]

2. One-time Set-up Fee



One-time Set-up Fee	Absence Management Transfer?
\$12,000	yes

3. Orientation

Existing/transiting substitute employees are expected to watch a recorded TOC orientation session. This time is considered compensable and will be billed to the district/school at a flat rate as noted in the table immediately below.

Orientation Session	\$15(pay) x Mark-up Rate = Bill Rate

4. Pricing for Hiring a Teachers On Call Assigned Employee

In the event the Customer chooses to hire an Assigned Employee – on a temporary or permanent basis, directly or indirectly, or at a subsidiary or related facility – the Customer agrees that the employee must complete a minimum of 480 hours at the Customer’s location as an Assigned Employee of TOC, or the Customer will pay a placement fee.

- There will be no placement fee if the Customer hires an Assigned Employee who was referred to Teachers On Call by the Customer, including Customer’s initial pool.

The fee schedule is set forth below:

< 480 hours worked	\$5,000 placement fee <i>*Amortized fee based on hours worked</i>
480+ hours worked	Fee Waived

TOC will not charge Customer a placement fee for transition of Customer recruited or transitioned employees.

Teachers On Call, a Kelly® Education Company

Duluth Public Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NAVIGATE360 - ORDER FORM

Customer: Duluth Ind School District 709
4316 Rice Lake Rd, Ste 108
DULUTH, MN 55811
Matthew Johnson
matthew.johnson@isd709.org

Proposal No: Q-43326
Proposal By: Patrick Colaluca
Email: pcolaluca@navigate360.com
Opp Number: 150395
Proposal Expires: 6/30/2022

Total Investment: \$25,000.00 - Net 30

ONE-TIME SERVICES AND FEES

Group1			
Product	Description	Quantity	Price
ALICE Instructor Certification - Private - 16 hours	<ul style="list-style-type: none"> • 2 Day On-Site Private ALICE Instructor Certification Training to create ALICE Certified Instructors • Cost includes one trainer and up to 20 participants. 21-32 participants – Add 1 extra trainer. 33-50 participants - Add 2 extra trainers • ALICE Introduction for Instructors e-Learning course for all participants • Course Overview: History of ALICE. Examination of Law Enforcement response time. Data and rationale to support proactive, options-based strategies. Implementation strategies using the blended learning model of ALICE Training. Explanations of ALICE (Alert, Lockdown, Inform Counter, and Evacuate) strategies. Activity: Participate in hands-on-demonstrations and critical thinking drill cards Activity: Participate in Scenarios. Activity: Participants will engage in an in-class presentation teach back. • ALICE Instructor Resources for all participants • ALICE Instructor re-certification fee is included - ITEM ID: 863 	1	\$15,000.00
Travel and Lodging Expenses	Travel and Lodging Expenses - ITEM ID: 706	3	\$6,000.00
ALICE Onsite Training - Additional Trainer	ALICE Onsite Training -Additional Trainer - ITEM ID: 862	2	\$4,000.00
Group1 TOTAL:			\$25,000.00

Subscription Total: \$0.00

One-Time Services & Fees Total: \$25,000.00

Total: \$25,000.00

Proposal No: Q-43326

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.

Terms and Conditions

Please see the Master Services Agreement and Addenda thereto for the terms and conditions that govern this Order Form. Customer agrees that Customer's purchases hereunder are neither contingent on the delivery of any future functionality or features of the Services nor dependent on any oral or written public comments made by Company regarding future functionality or features.

x By signing below, Customer agrees to the Master Service Agreement Terms and following addenda:

Master Service Agreement: [Duluth Ind School District 709 MSA](#)

Training Services Addendum B

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement in consideration of the promises and mutual covenants contained herein.

NAVIGATE360 SIGNATORY

Name: Brian Carter
 Date: Jun 27, 2022
 Signature: *Brian Carter*
Brian Carter (Jun 27, 2022 13:40 EDT)

CUSTOMER BILLING INFORMATION

A/P Contact Name: Kim Le Doux
 A/P Phone: 218. 336. 8701
 A/P Email: ap.vendor@isd709.org
 A/P Address: 4.316 Rice Lake Rd, Ste 108
 City: Duluth
 State (2 Letter Abbreviation): MN
 Zip Code: 55811
 Federal Tax ID: 41-6003776
 Purchase Order
 Attached PO #:
 PO in process to be sent separately
 Sales Tax Exempt No. 8014301

CUSTOMER SIGNATORY

Name: Catherine Erickson
 Title: CFO
 Date: 6.27.2022
 Signature: *Catherine Erickson*

Sales Tax Exemption Certificate must be attached.

Budget Code: 01 E 005 640 316 305 000

Proposal No: Q-43326

Accurate Sales Tax will be added when applicable.

* Multi-year contract pricing is subject to pricing terms defined in the Master Services Agreement of this Order Form.



Order #: Q-233895-2
Date: 2022-06-24
Offer Valid Through: 2022-06-28

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Duluth Public School ISD 709

Address: 4316 Rice Lake Road, Suite 103
City: DULUTH
State/Province: Minnesota
Zip/Postal Code: 55811
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Primary Contact

Name: Kim Le Doux
Email: ap.vendor@isd709.org
Phone: 218-336-8701 ext. 1005

Name: Jennifer Larva
Email: jennifer.larva@isd709.org
Phone: +1 218 336 8700

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Rows include Canvas Cloud Subscription, Studio Cloud Subscription, Recurring Sub-Total, Year 1 Total, and Grand Total: USD 43,900.00.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users.

evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas LMS Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Canvas Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
 Portfolium: <https://portfolium.com/support-terms>
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No): <u>Yes</u> If yes, please enter PO Number: <u>80123001</u>	Check here if your company is exempt from US state sales tax: <input checked="" type="checkbox"/> Please email all US state sales tax exemption certifications to ar@instructure.com <u>on file</u>

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Duluth Public School ISD 709

Signature:	<u>Cathie Erickson</u>
Name:	<u>Cathy Erickson</u>
Title:	<u>CFO</u>
Date:	<u>6/28/22</u>

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Budget Code

01 E 005 211 155 406 000

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 15th day of June, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Joseph Montano Sr.

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Joseph Montano Sr (the "Parties") entered into the contract (the "Contract") dated September 13, 2021, for the purpose of providing cultural teachings and hand drum performances and workshops.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$5,250.00. This amendment would increase the not to exceed amount to \$8,000.00.

No Other Change

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


Miscellaneous Terms

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

Governing Law

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

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

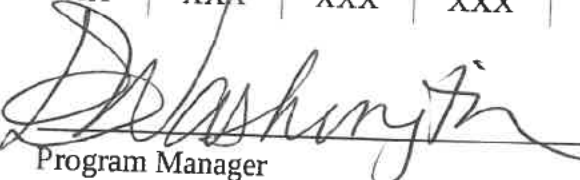


Contractor Signature

6/16/22
Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and Approval. This contract is funded by the following budget (include full 16 digit code):

01	E	005	605	320	305340
XX	XXX	XXX	XXX	XXX	XXXXXX



Program Manager

6/16/2022
Date



CFO/Superintendent

6/29/22
Date

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

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

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

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

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

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

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

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

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

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

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

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

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
 12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
 13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
 14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
 15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
 16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
 17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
- Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.
- Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

ADZ [REDACTED] 9/13/2021

Contractor Signature _____ SSN/Tax ID Number _____

[Handwritten Signature]
Program Director

Date _____
Date 10/1/2021

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

[Handwritten Signature] John Mayer Date 10/5/21
CFO / Superintendent of Schools / Board Chair

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of June , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Bugg, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 14, 2022 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide and assist in Academic and cultural activities and field trips for American Indian students K-5, attending the American Indian Education summer academic and cultural enrichment program. The program will be held Jun 13, 2022 through Jun 30, 2022 .

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 20 hours a week. Not to exceed \$ 3,000.00 (three thousand dollars) in total.

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. AI Education

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Anthony Bugg 1023 North 17th Ave Superior, WI 54880

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

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

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

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

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

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

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

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


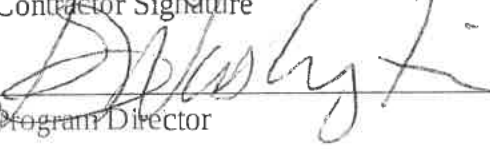
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number [REDACTED] Date 6/14/22

 Program Director _____ Date 6/14/2022

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 6/16/22

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Yasmine Long, an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.** The contractor will provide and assist Traditional Ojibwe teachings and cultural activities and field trips for American Indian students in grades K-5, attending the American Indian Education summer academics and cultural enrichment programs. The program will be held June 13, 2022 through June 30, 2022.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) an hour, up to 30 hours per week and not to exceed \$4500 (four thousand five hundred) in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _1612 E 6th St, Duluth MN 55813

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

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

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

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

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

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

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

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

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

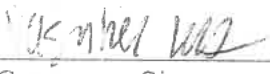
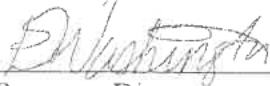
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 6/13/22

 Program Director _____ Date 6/13/2022

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

_____ Check if the contract will be paid using Student Activity Funds
 _____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair _____ Date 6/16/22

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Eliza Washington , an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.** The contractor will provide and assist in Traditional Ojibwe teachings and cultural activities and field trips for American Indian students 6-12, attending the American Indian Education summer academic and cultural enrichment program. The program will be held Jun 13, 2022 through Jun 30, 2022 .

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 35 hours a week. Not to exceed \$ 5,250.00 (five thousand two hundred fifty dollars) in total.

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. AI Education

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Eliza Washington 2107 Cedar Ave South #310 Minneapolis, MN 55404

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

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

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

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

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

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

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

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


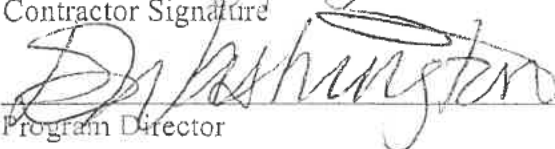
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 6/10/2022

 Program Director _____ Date 6/8/2022

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 6/16/22

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of June , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Valerie Dodge , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 13, 2022 and shall remain in effect until June 17, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide and assist Traditional Ojibwe Ojibwe teachings and cultural activities and field trips for American Indian students 6-12, attending the American Indian Education summer academics and cultural enrichment programs. The program will be held June 13, 2022 through June 30, 2022.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 35 hours and not to exceed \$ 1750.00 (one thousand seven hundred fifty dollars) in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _Valerie Dodge 404 W Orange St Duluth MN 55811 _

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

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

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

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

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

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

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

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

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

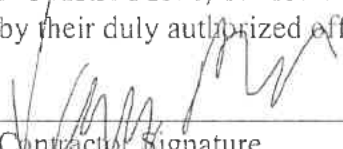
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

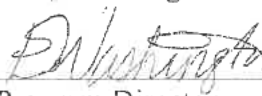
operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


Contractor Signature _____ SSN/Tax ID Number _____ Date 06-08-2022


Program Director _____ Date 6/8/2022

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

This contract is funded by either:

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

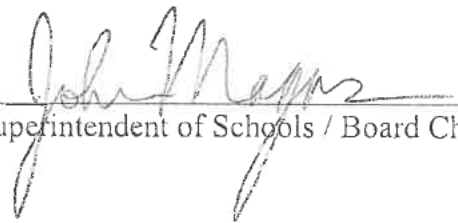
Please check the appropriate line below:

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

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

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

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


CFO / Superintendent of Schools / Board Chair _____ Date 6/16/22

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June , 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes , an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.** The contractor will provide Traditional Ojibwe Lacrosse teachings and rules of the game for American Indian students K-12, attending the American Indian Education summer academic and cultural enrichment program. The program will be held Jun 13, 2022 through Jun 30, 2022 .

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 (seventy-five dollars) hourly for teaching about and playing Lacrosse. Not to exceed \$ 1,200.00 (one thousand two hundred dollars) in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. AI Education

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Thomas Howes 11609 Perch Lake Drive Duluth, MN 55808

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

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

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

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

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

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

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

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

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



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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 6-2-2022

 Program Director _____ Date 6/2/2022

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 6/16/22

AGREEMENT

THIS AGREEMENT, made and entered into this ___1st_ day of __June__ , 2022_ , by and between Independent School District #709, a public corporation, hereinafter called District, and _____Herb Fineday_____ , 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: Contractor will provide 12 hours of service. Tentative schedule is 4hr /day. 1 day (Tuesdays) per week @ 3 weeks. Contract will provide cultural knowledge and presentation services to the Duluth American Indian Education Summer Program . (insert here or attach as appropriate)

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

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

Contractor will share information on the following topics the Sky, Water, and Life. There significance to Indigenous peoples and cultural relevance. Guide a nature walk, teach students about the different medicines that Indigenous people use from the environment, identify and educate about birch bark uses, harvesting, tool making. Contractor will present on the Water Protectors and our responsibilities as Indigenious peoples.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$__50__ hourly and \$ _1000.00__ in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

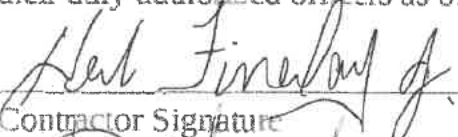
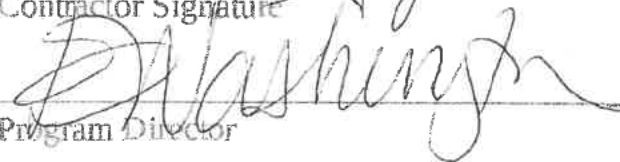
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 6-4-22

 Program Director _____ Date 6/8/2022

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

This contract is funded by either:

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

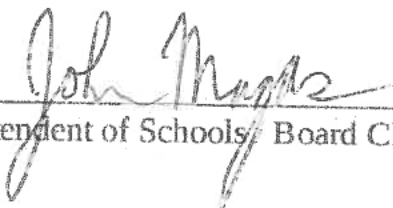
Please check the appropriate line below:

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

01	E	605	605	510	303	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 6/16/22

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Gribbon, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/21 and shall remain in effect until 6/30/22, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ — hourly and \$ 1500⁰⁰ in total.

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.

She provides Piano Accompaniment
for the Choir Department
concerts, solo &
ensemble contests, commencement, etc.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
2751 Jean Duluth Rd Duluth MN 55804 .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

X *[Signature]* _____ SSN/Tax ID Number _____ 5/31/22
 Contractor Signature Date

[Signature] _____ 6/1/22
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	220	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

[Signature] _____ 6/8/22
 CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Atkinson , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 7th and shall remain in effect until December 31st, 2022 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2500 in total.

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

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

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

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 629 E 7th St Apt 2, Duluth MN 55805.

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

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

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

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

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

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

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

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



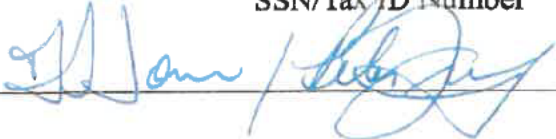
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number  Date 1/7/22
 Greg Jones/Peter Froehlingsdor  Program Director _____ Date 1/7/22

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


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

Please check the appropriate line below:

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

01	E	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

- Check if the contract will be paid using Student Activity Funds (Drama- Theater Set Design/ Building)
- _____ Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair _____ Date 6/8/22

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of January , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Kathy Grady, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 7th and shall remain in effect until December 31st, 2022 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2500 in total.

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

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

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

- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 5760 Arnold Rd, Duluth MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kathleen Gady _____ 1/7/22
 Contractor Signature SSN/Tax ID Number Date

Greg Jones/Peter Froehlingsdor _____ 1/7/22
 Program Director Date

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

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

Please check the appropriate line below:

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

01	E	720	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

X Check if the contract will be paid using Student Activity Funds (Drama-Theater Costuming)

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

Catharine E. Boer _____ 6/8/22
 CFO / Superintendent of Schools / Board Chair Date



For Internal Use Only Depts must provide:	
ESAF #	1996
Chart/Field Account No.	1026-11213-20109
Customer ID #	5005037

For Internal Use Only OES must provide:	
OES Contract #	OES000000015815
Analyst	AC

UNIVERSITY OF MINNESOTA SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "Agreement") is between the Regents of the University of Minnesota (the "University"), a Minnesota constitutional corporation, and Duluth Public Schools ISD 709, a Minnesota public school district (the "Company"). This Agreement is entered into by University through its Department of Educational Psychology.

The parties agree as follows:

1. Description of Services. University shall perform the following services for Company:

The Complete FAST for Success Professional Development Program includes 12-month use of and access to CONTENT (i.e., MANUALS and CANVAS WEBSITE) and VIRTUAL PROFESSIONAL DEVELOPMENT MEETINGS. CONTENT includes the a) leadership guidebook, b) facilitator manual, and c) staff workbook. The website includes a repository of relevant resources of FAST for Success materials for implementation of the program and support of databased decision making. VIRTUAL PROFESSIONAL DEVELOPMENT MEETINGS occur throughout the year via ZOOM and include six (6) 2-hour trainings that accompany use of the manuals and website to support school data team meetings, two (2) 1 hour on-boarding and implementation readiness meetings to begin the program in summer, and four (4) 3.5-hour digging deeper events that train staff in the science of reading and support connections between conceptual understanding and FastBridge data in reading. Service to Myers-Wilkins Elementary School.

("Services"). Reference to Services in this Agreement shall be deemed to include any deliverables provided to Company in connection with the Services, including without limitation, reports, results, materials, products, and information.

2. Compensation. For the Services performed under Section 1, Company shall pay University Four Thousand and 00/100 Dollars (\$4000.00), plus any sales or use tax if applicable.

2.1 The compensation shall be paid in the following manner (check one of the following):

- 100% upon the signing of this Agreement, with the balance payable monthly after prepayment is applied.

2.2 Invoices shall be payable net 30 days from date of invoice and sent to:

Duluth Public Schools ISD 709
Attn: Amy Worden
Myers-Wilkins Elementary School
1027 N. 8th Avenue East
Duluth, MN 55805
Phone No.: 218-336-8860
Email: amy.worden@isd709.org

In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

3. **Term.** The term of this Agreement shall commence on July 1, 2022 (“Effective Date”) and shall expire on June 30, 2023 unless terminated earlier as provided in Section 4.

4. **Termination.** Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within seven (7) days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon thirty (30) days’ prior written notice to the other party. Upon any termination under this Section 4, Company shall promptly pay University for all Services rendered and costs incurred up to and including the effective date of termination.

5. **DISCLAIMER OF WARRANTIES.** UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR ACCURACY OF THE SERVICES PERFORMED OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. **LIMITATION OF LIABILITY FOR BREACH OF CONTRACT.** IN NO EVENT SHALL EITHER PARTY’S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT), OF ANY KIND. EXCEPT FOR EACH PARTY’S OBLIGATIONS UNDER SECTIONS 8.1 AND 8.2, EACH PARTY’S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

7. **Use of University Name or Logo.** Company agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance. However, Company may use the name of University in a document required to be filed with, or provided to,

any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Company agrees to provide University with a copy of any such document.

8. Indemnification.

8.1 Except as provided in Section 8.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

8.2 In the event of (i) use by Company (or any third party acting on behalf of or under authorization from Company) of the Services or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Company's infringement of a third party's intellectual property rights or Company's violation of any law, rule, or regulation in the provision of any materials to University, then Company shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or grossly negligent acts or omissions of University) arising out of such events. The University shall provide Company with prompt written notice of any such claim and reasonably work with Company in any defense of such claim. Company shall obtain consent from University's Office of General Counsel for any settlement to which the University would be a party.

8.3 Each party represents that it has and will continue to have at least the following levels of insurance during the term of this Agreement: (i) as to University, Workers' Compensation in statutory compliance with Minnesota law and General Liability insurance in an amount not less than \$1,000,000 each claim/\$3,000,000 each occurrence; and (ii) as to Company, General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Certificates of all insurance detailed above shall be furnished to the other party upon request.

9. Export Controls.

9.1 Company shall not convey export-controlled technical data, technology, commodities, or software on the U.S. Munitions List, 22 C.F.R. pt. 121, or the Commerce Control List, 15 C.F.R. pt. 774, to University without the prior written consent of University's Export Controls Officer (J. Patrick Briscoe, bris0022@umn.edu, 612-625-3860). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export-controlled items, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the 30-day period set forth in Section 4.

9.2 Company represents that the items being procured (a) are not specifically designed or modified for military purposes or specifications, and (b) will not be used in connection with the development or use of any missiles or chemical, biological, or nuclear weapons.

10. General Provisions.

10.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

10.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

10.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Company in connection with the services provided under this Agreement shall not be binding upon University.

10.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

10.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

10.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this Section 10.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

10.7 Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made

when delivered; submitted to the courier service; or, with respect to U.S. mail, three days after mailing.

If to University: Attn: Theodore Christ
University of Minnesota, Department of Educational Psychology
56 East River Rd, 250 Education Sciences
Minneapolis, MN 55455
Phone No.: 612-626-8797
E-mail Address: tchrist@umn.edu

With a copy to: University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street SE
Minneapolis, MN 55455-2006
E-Mail: contracts@mail.ogc.umn.edu

With a copy to: University of Minnesota
Office of External Sales
295 West Bank Office Building
1300 South Second Street
Minneapolis, MN 55454
E-Mail: extsales@umn.edu

If to Company: Duluth Public Schools ISD 709
Attn: Amy Worden
Myers-Wilkins Elementary School
1027 N. 8th Avenue East
Duluth, MN 55805
Phone No.: 218-336-8860
E-mail Address: amy.worden@isd709.org

10.8 Taxes and Similar Fees. In addition to the payment obligation in Section 2, Company is responsible for the payment of any and all income, sales, use, consumption, value added, excise, custom duties or other taxes and similar fees in connection with this Agreement, levied or required to be withheld from payment(s) to University by any taxing authority or any other body having jurisdiction under any present or future laws. To the extent that Company is required to withhold or deduct taxes or similar fees on any payment to be made to University, then the amount payable shall be increased by the amount that will result in University receiving a net payment in the amount it would have received absent such withholding or deduction. If University is required to pay any of such fees and/or taxes or any related penalties or interest, then any such payments shall be reimbursed to University by Company.

10.9. Breach: Attorneys' Fees. In the event it fails to perform any of its obligations under this Agreement, Company shall reimburse University for all University's costs and expenses

(including reasonable attorneys' fees, court costs, and costs of investigation) to enforce this Agreement, regardless of whether a suit or action had been commenced or concluded.

10.10. Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, and 10 shall survive.

11. **Protection of Proprietary Rights** - COMPANY shall take all steps reasonable to protect University's ownership rights in the CONTENT. COMPANY and any of its users shall not:

- make copies of the content;
- remove the University's copyright notice and/or other proprietary notices;
- alter or otherwise modify the content; (REQUIRED)
- create derivative works based in whole or in part on the content; (REQUIRED)
- resell or otherwise distribute or allow unauthorized access to the content. (REQUIRED)
- Use materials for any purpose other than that permitted. (REQUIRED)
- Permit use of materials by anyone other than authorized users. (REQUIRED)

Company assumes all responsibility and liability for use of the content by its authorized users and warrants that the authorized users will comply with the terms of this license agreement.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By: Gail Renteria
 Name: Gail Renteria
 Title: UMN CEHD- COO&CFO
 Date: 7-5-22

By: Catherine Erickson 6/8/22
 Name: Catherine Erickson
 Title: Chief Financial Officer
 Date: _

Budget Code
01 E 540 640 316 305 000

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and University Nursery School College Street, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2022 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

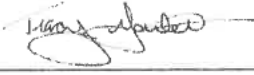
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 _____ 41-0988095 7/6/2022
 Contractor Signature SSN/Tax ID Number Date


 _____ 6-26-22
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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


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

ECEN
JUN 14 2022

ISD 709 Calendar 2022-23 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2			1	2	3	4	5	6							2	3							1

BARR SUBSCRIPTION AGREEMENT

THIS BARR SUBSCRIPTION AGREEMENT (this "Agreement") is made and entered into as of June 15, 2022, by and between Hazelden Betty Ford Foundation, a Minnesota nonprofit corporation, with an address of 15251 Pleasant Valley Road, Center City, MN 55012 ("HAZELDEN BETTY FORD") and **Duluth Public Schools**, a district, with an address of **4316 Rice Lake Rd Suite 108, Duluth, MN 55811** ("CLIENT").

RECITALS

- A. HAZELDEN BETTY FORD offers and makes available to secondary schools subscription(s) for the implementation of the BARR Secondary Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from HAZELDEN BETTY FORD subscription(s) to the BARR Secondary Model, for implementation, at CLIENT's school facility at **Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807**.

IN CONSIDERATION of the mutual promises and agreements set forth below, HAZELDEN BETTY FORD and CLIENT agree as follows:

1. **Subscription.** CLIENT hereby purchases subscription(s) to the BARR Secondary Model ("BARR Model") on the terms set forth herein and on Exhibit A attached hereto ("Subscription" or "Subscriptions(s)"). HAZELDEN BETTY FORD shall perform the services ("Services") and provide the materials ("BARR Materials") identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. HAZELDEN BETTY FORD may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by HAZELDEN BETTY FORD.
2. **Electronic Access to BARR Materials.** The Subscription includes electronic access to the BARR Secondary Materials ("BARR Materials") through the HAZELDEN online platform ("Online Platform"). HAZELDEN BETTY FORD hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Online Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:
 - i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
 - ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
 - iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial

purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the Online Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility, and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the Online Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of this Section 2. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the Online Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. HAZELDEN does not make any other representations or warranties with respect to the BARR Materials or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit B attached hereto. HAZELDEN BETTY FORD will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt.

4. Ownership. HAZELDEN BETTY FORD or its licensors will be and remain the owner of the copyright in and to the BARR Materials. CLIENT acknowledges that the BARR Materials are protected by copyright and any intellectual property or materials created in the performance of this Agreement, and CLIENT shall not reproduce, distribute or display any of the BARR Materials in any format or media other than as expressly authorized by HAZELDEN BETTY FORD.

5. No Payment. No payment or other consideration was provided by HAZELDEN BETTY FORD to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. Insurance. At all times during the term of this Agreement, HAZELDEN BETTY FORD will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. Data; Survey Results. HAZELDEN BETTY FORD or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) HAZELDEN BETTY FORD shall not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate.

8. Records of Students of CLIENT. Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to HAZELDEN BETTY FORD.

9. Record Retention and Audits. HAZELDEN BETTY FORD will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, HAZELDEN BETTY FORD shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. HAZELDEN BETTY FORD warrants that it will comply fully with all applicable federal

immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. HAZELDEN BETTY FORD will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. HAZELDEN BETTY FORD will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. HAZELDEN BETTY FORD will obtain and provide background checks, including, without limitation, reference checks, screening and fingerprinting, for each employee assigned to perform Services. If any employee assigned by HAZELDEN BETTY FORD is unacceptable to CLIENT, HAZELDEN BETTY FORD will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit B attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, HAZELDEN BETTY FORD will immediately cease and direct any subcontractor of HAZELDEN BETTY FORD to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay HAZELDEN BETTY FORD, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD shall refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between HAZELDEN BETTY FORD and CLIENT. HAZELDEN BETTY FORD shall be deemed to be at all times an independent contractor of CLIENT. HAZELDEN BETTY FORD shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. HAZELDEN BETTY FORD shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. HAZELDEN BETTY FORD will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to HAZELDEN BETTY FORD hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD and its subcontractors and agents may refer to CLIENT as a CLIENT of HAZELDEN BETTY FORD and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use HAZELDEN BETTY FORD corporate name or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with HAZELDEN BETTY FORD.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

HAZELDEN BETTY FORD: General Counsel
Hazelden Betty Ford Foundation
15251 Pleasant Valley Road, PO Box 11
Mailstop FO3
Center City, MN 55012

If to CLIENT:

Name/Title: Jennifer Wellnitz, BARR Coordinator, Denfeld High School
Address: 401 N 44th Ave W, Duluth, MN 55807
Email: jennifer.wellnitz@isd709.org
Phone: 218-336-8830 x2050

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title:
Address:
Email:
Phone:

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations or duties hereunder without the prior written consent of the other party, except that HAZELDEN BETTY FORD may assign this Agreement in its entirety to any parent, subsidiary or related entity.

22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, HAZELDEN BETTY FORD and CLIENT have entered into this Agreement as of the date first above written.

HAZELDEN BETTY FORD FOUNDATION

Joseph Jaksha
Publisher

Date

CLIENT

Catherine Elson

Name:
Title:

6/29/22

Date

EXHIBIT A

BARR Model

Additional Year Subscription and Services



CONTINUE ONLINE ACCESS

Online access to over 100+ I-Time classroom lessons, video trainings for school staff, and the BARR resource portal

KEEP YOUR COACH

Weekly virtual coaching
One on-site coaching visit and follow-up report

SHARE YOUR SUCCESS

Support to highlight individualized school impacts through press and social media outreach, and presentation opportunities

KEEP LEARNING

- BARR Coordinators' monthly peer-sharing webinar
- BARR Administrators' quarterly peer-sharing webinar
- Reduced rate for BARR National Conference registrations
- Access to the BARR Educator Engagement Committee

CONTINUE IMPROVING

- Annual school progress report
- Annual survey and analysis of teacher perceptions
- Annual survey and analysis of student perceptions

EXHIBIT B

Subscription Fee Per School: \$16,500.00

Term: 1 year, beginning on July 1, 2022 and ending on June 30, 2023

Description	Price Annually
	Additional Year(s)
BARR Core Services Additional Year	\$7,500.00
BARR Premium Services	\$7,500.00
Service Delivery Fee	\$1,500.00
	\$16,500.00

**Revenue Contracts Signed
June 2022**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Lifetouch	TBD	Purchasing	RFP-311 Annual Student Pictures/ID – District Wide per specifications and the response provided to the RFP
Jostens	TBD	Purchasing	RFP-313 Annual Yearbook East High School per specifications and the response provided to the RFP
Jostens	TBD	Purchasing	RFP-312 Annual Yearbook Denfeld High School per specifications and the response provided to the RFP

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 22nd day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and, **Lifetouch, 529 N 18th Ave E, Duluth MN 55812**, 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. This Agreement shall be deemed to be effective as of July 1, 2022, and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. A final year of the Agreement is available by mutual agreement for July 1, 2023 through June 30, 2024. The original Agreement was approved by the School Board August 18, 2020.
2. **Performance.** RFP-311 Annual Student Pictures/ID – District Wide per specifications and the response provided to the RFP.
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. **Reimbursement.** 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.
5. **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.

6. **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.
7. **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.
8. **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.

9. **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.

10. **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 Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811. 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: Peter Markham, Lifetouch, 529 N 18th Ave E, Duluth MN 55812.
11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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 without regard to conflict of laws considerations.

14. **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 bidding 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.

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

16. **Cancellation.** The Agreement is subject to annual renewal by mutual agreement of both parties..

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

18. **Representatives of ISD 709.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee
Cathy Erickson

Position
CFO/ Executive Director of Business Services

19. **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.

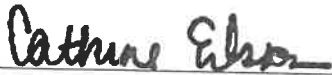
20. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be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



Signature

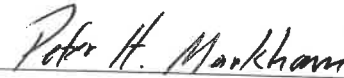
Cathy Erickson

CFO/ Executive Director of Business Services


CONTRACTOR



Signature



Name – Please Print



Title – Please Print

Taxpayer Identification Number

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 28th day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Jostens, 629 N 43rd Ave E, Duluth, MN 55804 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 July 1, 2022, and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. Performance. RFP-313 Annual Yearbook East High School per specifications and the response provided to the RFP.
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. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate. 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.
5. 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.

6. 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.

7. 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.

8. 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.

9. Indemnity and defense of ISD 709. Contractor shall indemnify, hold harmless and defend ISD 709, 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.

10. 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 Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Rd Suite 108, Duluth, MN 55811. 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: Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, 55804.

11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

12. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in 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 without regard to conflict of laws considerations.

14. 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 160.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. I 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 bidding 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.

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

16. Cancellation, Per RFP-313 specifications.

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

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

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

19. 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.

20. 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 per occurrence.

21. 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</u>	<u>Position</u>
Cathy Erickson	CFO/ Executive Director of Business Services

22. 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.

23. 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

Cathy Erickson

Signature

Cathy Erickson

CFO/ Executive Director of Business Services

CONTRACTOR

Signature

Name – Please Print

Title – Please Print

Taxpayer Identification Number

AGREEMENT

Revised 3/3/15

THIS AGREEMENT, made and entered into this 28th day of June, 2022, by and between Independent School District No. 709, a public corporation, hereinafter called ISD 709, and Jostens, 629 N 43rd Ave E, Duluth, 55804 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 July 1, 2022, and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** RFP-312 Annual Yearbook Denfeld High School per specifications and the response provided to the RFP.
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. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, ISD 709 will receive a 15% net commission rate. 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.
5. **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.
6. **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.

7. **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.

8. **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.

9. **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.

10. **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 Tony Kelekovich, ISD 709, Duluth Public Schools, 4316 Rice Lake Rd Suite 108, Duluth, MN 55811. 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: Beth Johnson, Jostens, 629 N 43rd Ave E, Duluth, MN 55804.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of ISD 709.

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 without regard to conflict of laws considerations.

14. **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 bidding 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.

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

16. **Cancellation.** Per RFP-312 specifications.

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

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

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

19. **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.

20. **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 per occurrence.

21. 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</u>	<u>Position</u>
Cathy Erickson	CFO/ Executive Director of Business Services

22. 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.

23. 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



Signature
Cathy Erickson
CFO/ Executive Director of Business Services

Signature

Name – Please Print

Title – Please Print

Taxpayer Identification Number

**Grant Applications
June 2022**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Northland Foundation	Jennifer Jaros – ECFE Coordinator	P3 Team	\$4,000	Annually The Northland Foundation offers grants to develop and/or continue P3 efforts to ensure alignment between early childhood programming to grade 3 in areas such as transitions, curriculum, equity, family engagement etc.