

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 4th day of February, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Sullivan, 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 February 14th, 2021, and shall remain in effect until June 9th, 2021 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe Speaker to provide traditional Ojibwe teachings through the traditional process of storytelling for the Misaabekong Ojibwe Immersion Program staff, students, and families. The contractor will be available via scheduled GoogleMeets to provide sessions in a safe virtual environment for all participants. It will not be necessary for the Contractor to meet in-person or at the school site.

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 \$2,000.00 (Two-thousand dollars) at a rate of \$400.00/session (four-hundred dollars).

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

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

**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 will not reproduce the programming in any fashion, nor 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. The cultural protocols of the Contractor will be recognized in regards to ownership of materials. Permission to record or reproduce must be granted by the Contractor prior to performance of services.

**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 1<sup>st</sup> 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: **Michael Sullivan, Sr.**; 7503 N County Road E Hayward, WI 54843 715-699-4028

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.


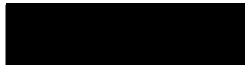


**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss

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 2-05-2021  
  
 Program Director \_\_\_\_\_ Date 2/5/21  
  
 \_\_\_\_\_ Date 2/5/21

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

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

**Please check the appropriate line below:**

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):

= AIE → \*OEE

01	E	005	605	320	305	340
01	E	005	640	313	305	315
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 2/10/21

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 24th day of January, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Katelyn Rogers, 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 February 1, 2021 and shall remain in effect until June 1, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide curricular coordination for the River Quest field experience. River Quest is an event for area sixth graders where students learn about the St Louis River Estuary and its impact on the environment, the community, industry and the economy. The contractor's duties include, but are not limited to attending meetings, distributing material, assisting in writing curriculum, and coordinating scheduling and organization of the event to be held May 17-20, 2021.

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 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 and not to exceed \$ 2000.00 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: \_\_Jen Larva \_\_, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

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

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

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

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



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

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

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

Kate Lynn Rogers \_\_\_\_\_ 1/15/2021  
 Contractor Signature SSN/Tax ID Number Date

Jen Larva \_\_\_\_\_ 2/3/21  
 Jen Larva, 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	610	317	305	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

Cathleen Edson \_\_\_\_\_ 2-8-21  
 CFO / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 3rd day of February, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Sara VanDerWerf, 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 February 3, 2021 and shall remain in effect until June 1, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide professional development services for ISD 709 secondary math teachers (8th grade - HS). This contract will include a total of four hours of Professional Development. This will be two 2-hour sessions that include training the *why* of change needed in secondary mathematics instruction and tools (digital and non-digital) to improve student engagement in the mathematics classroom. Desmos will be the primary technology focus and strategies to engage students in math discourse will be a secondary focus. The first two hour Professional Development meeting will be held virtually on February 10th, 2021. The second two hour meeting TBD.

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 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 and not to exceed \$1200.00 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: \_\_Jen Larva\_\_ , 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)  
1818 Arthur Street, North East #9, Minneapolis, MN 55418.

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.

Sara Vandulle \_\_\_\_\_ 2/4/21  
Contractor Signature SSN/Tax ID Number Date  
Jen Larva \_\_\_\_\_ 2/4/21  
Jen Larva, 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	610	317	305	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

Cathy Sefer \_\_\_\_\_ 2-8-21  
CFO / Superintendent of Schools / Board Chair Date

## CONTRACT ADDENDUM

**THIS CONTRACT ADDENDUM** dated this 7th day of January, 2021

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Marlys Johnson

**OF THE SECOND PART**

### **Background:**

- A. Independent School District No. 709 and Marlys Johnson (the “Parties”) entered into the contract (the “Contract”) dated November 23, 2020, for the purpose of facilitating reflective practice groups for the Duluth Preschool staff.
- 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. Dates of Services. Original effective dates of the Contract were November 23, 2020 through June 11, 2021. This amendment would change the effective date of the contract to November 4, 2020.

### **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.

Marilyn Johnson \_\_\_\_\_ 1-25-21  
Contractor Signature Date

Sherry Williams \_\_\_\_\_ 2-2-21  
Program Director Date

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

**This contract is funded by either (1) the following budget (include full 16 digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:**

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

04	E	005	579	503	303	151
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\_\_\_\_\_ 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

Cathryn Eboez \_\_\_\_\_ 2-4-21  
CFO/Superintendent of Schools/Board Chair Date

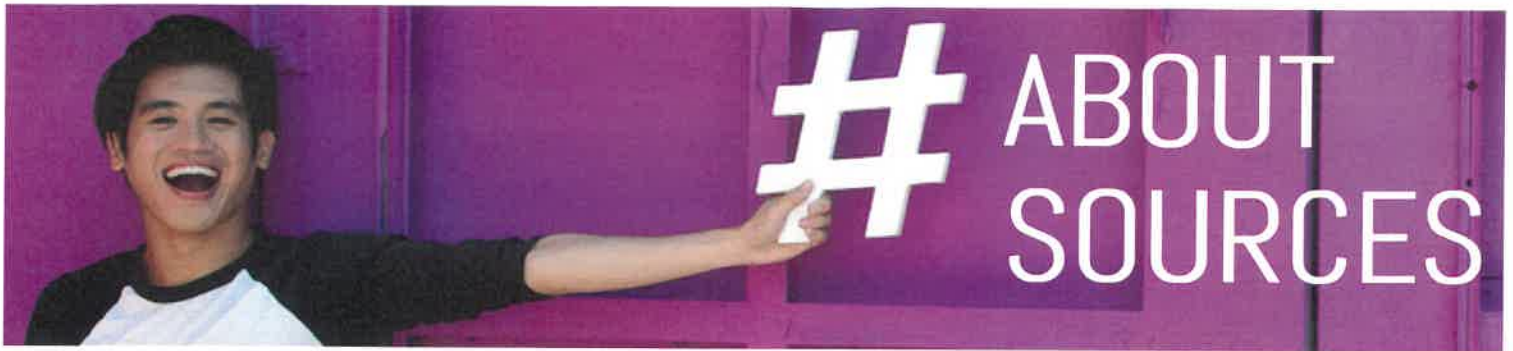
# SOURCES OF STRENGTH

Year Three MOA  
Duluth Public Schools



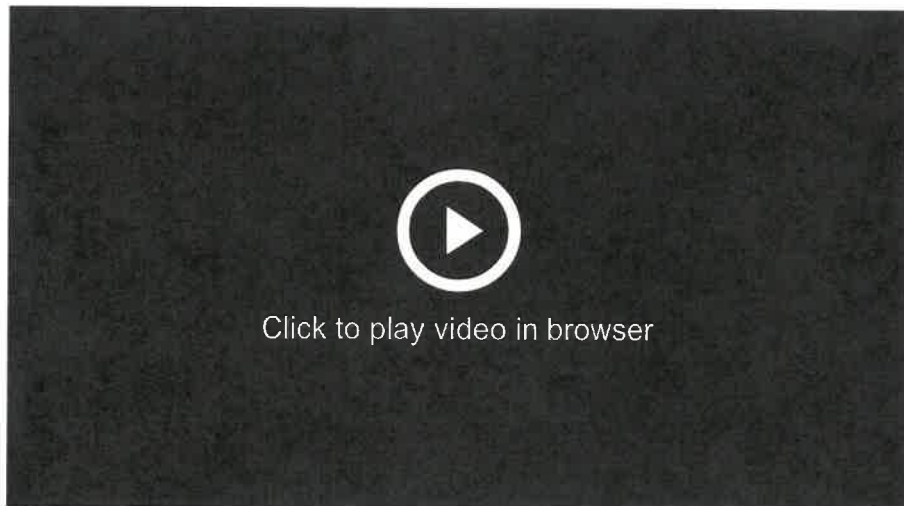
Delivered on **Not yet submitted**

Submitted by **Scott LoMurray**



## What is Sources of Strength?

Sources of Strength is a best practice youth suicide prevention project designed to harness the power of peer social networks to change unhealthy norms and culture, ultimately preventing suicide, bullying, and substance abuse. The mission of Sources of Strength is to prevent suicide by increasing help seeking behaviors and promoting connections between peers and caring adults. Sources of Strength moves beyond a singular focus on risk factors by utilizing an upstream approach for youth suicide prevention. This upstream model strengthens multiple sources of support (protective factors) around young individuals so that when times get hard they have strengths to rely on.



## An Upstream Approach

Many of the suicide "prevention" efforts occurring globally would be more aptly described as intervention, primarily focused on teaching risk factors and warning signs and equipping gate keepers to make mental health referrals. Sources of Strength incorporates these intervention strategies, and expands on them. Our primary mission is to move **upstream** in the prevention cycle: to build resilience, increase connections, change unhealthy norms around help seeking and codes of secrecy and silence, to teach healthy coping strategies, and to ultimately prevent the very onset of suicidality.

## A Rising Tide Lifts All Boats

By employing this approach we have a more comprehensive and universal model of prevention that can have impact on a wide variety of issues beyond suicide, including substance abuse, bullying, violence, truancy and more. Ultimately, it's not just about keeping people alive, it's about helping people live healthy and full lives.



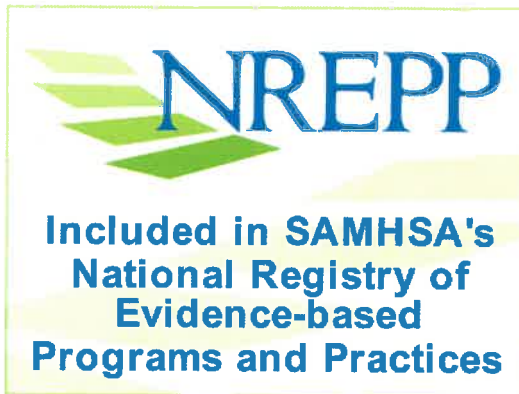


With implementations across the United States, Canada, Australia, and many American Indian/Alaska Native and First Nations communities, Sources of Strength is one of the most widely disseminated and rigorously evaluated upstream prevention programs in the world.

**Sources of Strength has participated in research projects with:**

- University of Rochester
- Stanford University
- Johns Hopkins University
- University of Manitoba
- Australian National University
- Black Dog Institute
- National Institute of Mental Health
- Centers for Disease Control

**"Sources of Strength is the first suicide prevention program involving peer leaders to enhance protective factors associated with reducing suicide at the school population level."  
- Wyman (2010)**



**Additional outcomes have shown:**

- Increase in connectedness to adults
- Increase in school engagement
- Increase in likelihood to refer a suicidal friend to an adult
- Increase in positive perceptions of adult support
- Increased acceptability of seeking help
- Largest increases amongst students with a history of suicidal ideation

Wyman, P. et al. (2010). An outcome evaluation of the Sources of Strength suicide prevention program delivered by adolescent peer leaders in high schools. American Journal of Public Health, Vol. 100:1653-1661.



# PROJECT SUMMARY

This Memorandum of Agreement is to provide Year Three Sources of Strength training at Duluth East High School and Denfeld High School.

## Deliverables

Below is a brief summary of specific deliverables on the part of Sources of Strength and responsibilities on the part of Duluth Public Schools, Duluth East High School, and Denfeld High School. These deliverables and responsibilities will be further outlined in the Project Activities section below.

### SOURCES OF STRENGTH

Specific duties of Sources of Strength include the following:

- Provide a Sources of Strength National Trainer to support schools in implementing an innovative, evidence-based, upstream prevention program.
- Provide virtual trainings for Duluth East High School and Denfeld High School Adult Advisors and Peer Leaders.
- Provide ongoing support services and resources for Duluth East High School and Denfeld High School Adult Advisors and Peer Leaders as they seek effectiveness, fidelity, scalability, and sustainability in their prevention programming.

### DULUTH PUBLIC SCHOOLS

Specific duties of Duluth Public Schools include the following:

- Assign a leader to work with Sources of Strength, Duluth East High School, and Denfeld High School.
- Assist in recruiting Duluth East High School and Denfeld High School Peer Leaders and Adult Advisors.
- Provide or help in organizing a virtual location for trainings to take place.
- Participate in support framework to ensure fidelity and effectiveness of implementation.

## **DULUTH EAST HIGH SCHOOL, DENFELD HIGH SCHOOL, AND ANY PARTNERING AGENCIES**

Specific duties of Duluth East High School and Denfeld High School and any local partners include the following:

- Assist in identifying Adult Advisors to work with Peer Leader teams (1 to 10 ratio).
- Assist in recruiting Peer Leaders (aiming for 10% of school population) and obtaining appropriate parental consent for participation in the project *(forms and templates provided by Sources of Strength)*.
- Provide computer, tablets, ChromeBooks, or other technology for Adult Advisor and Peer Leaders to access the trainings.
- Provide a time and virtual location for Adult Advisor and Peer Leader trainings to take place, following Sources of Strength set-up guidelines.
- Provide a time and setting for Peer Leader teams and Adult Advisors to conduct planning meetings (2x per month).
- Adult Advisors participate in support phone, webinar, or other contacts with the National Team.
- Implement Sources of Strength program with fidelity, following safe messaging guidelines.



## Training Phase

Implementation will begin in the training phase which will include the following areas of focus:

- **Training Adult Advisors/Coordinators** - This is a three to six hour (3.5 hours virtual) training for Adult Advisors who will be supporting and guiding Peer Leader teams. This training is held for the local communities/schools, generally the day before a peer training or the morning of a peer training. It will cover core philosophy of upstream and strength-based prevention, social network theory and safe messaging strategies. This training will provide experiential learning, set expectations and requirements of adult roles during a Peer Leader training, as well as outlining their ongoing role in the program. Adult Advisors/Coordinators will also be given access to the myriad support resources available.
- **Peer Leader Training** - This is a five to six hour training (3 hours virtually) with a group of 15-80 Peer Leaders (depending on school size), along with Adult Advisors. The training is highly interactive and focuses on empowering Peer Leaders to leverage the power of their social influence to become agents of change and connectors to help in their schools and communities. Peer Leader teams are requested to meet back together within ten days of training and complete their first peer-to-peer campaign within the first thirty days following training. Peer Leader teams are advised to have planning meetings twice a month on an ongoing basis, where they will continue to grow in strength based sharing/messaging and plan various hope, help, strength based messages and campaigns.

## Support Phase

Sources of Strength treats every institution we work with as part of our team. Relationships and individual support are very important to us. Our model is flexible, and our implementations are tailored to your specific schools/communities. The team at Sources will help implement and promote the program with you, ensuring the peer teams gain maximum benefit from participating in this innovative prevention program. Through communication and feedback from Duluth East High School, Denfeld High School, local communities, and in partnership with Duluth Public Schools we will offer support to:

- Connect Adult Advisors and Peer Leaders with resources; campaign materials, social media resources, website tools, webinars, videos, etc.
- Implement an automated weekly email/text system for Adult Advisors and Peer Leaders featuring tips and ideas that assist during the first three months of startup. These can include video clips, teaching points, stories, campaign examples from other peer teams, and newly developed resources.
- Develop a support call plan to help guide Adult Advisor and Peer Leader teams through a process of brainstorming campaign ideas and activities, troubleshooting, and problem solving.



# TIMELINE

Year Three: National Trainer Led Training at Duluth East High School  
and Denfeld High School

2020-2021 School Year

Year Three Support

2020-2021 School Year





# BUDGET

PROJECTED BUDGET	PRICE
<p><b>Year Two Training</b></p> <p>Sources of Strength National Training team will train at Duluth East High School and Denfeld High School to assist in the implementation of the program.</p> <p><i>2 Schools @ \$5,000 - 10% Discount for Combined Virtual Trainings Applied.</i></p>	<p><b>\$9,000</b></p>
<p><b>Support Phase</b></p> <p>Ongoing webinar and teleconference support, assisting Duluth East High School and Denfeld High School through automated support systems and consultation around sustainability and fidelity.</p>	<p>Included in program costs</p>
<p><b>Additional Program Licensure</b></p> <p>After the initial three year implementation period with National Trainer led Sources of Strength Trainings each school year (\$5,000 per year/per school), teams can either continue to contract with Sources of Strength to offer training (\$5,000 per training/per school) or shift to paying a yearly licensing fee of \$500 per sustaining school and \$750 per new school for ongoing materials and support.</p>	<p>Varies depending on scale</p>
<p><b>TOTAL</b></p>	<p><b>\$9,000</b></p>



**Compensation/Budget:**


Sources of Strength shall receive cost reimbursement from Duluth Public Schools for the deliverable and costs outlined above totaling \$9,000.00.

Sources of Strength will invoice for the full amount of \$9,000.00 upon completion of school trainings or when requested by payee.

**Authorizing signatures**

Duluth Public Schools

 **SIGNATURE**  
Scott LoMurray  
Daniel Adams  
Director of Training  
Sources of Strength


  
Catherine A. Erickson  
CFD  
Duluth Public Schools  
ISD 709


01 E 005 740 221 305 151  
(151)

# CONNECT WITH US

 [sourcesofstrength.org](http://sourcesofstrength.org)

 [contact@sourcesofstrength.org](mailto:contact@sourcesofstrength.org)

 [facebook.com/sourcesofstrength](https://facebook.com/sourcesofstrength)

 [@sourcesstrength](https://twitter.com/sourcesstrength)

 [@sourcesofstrength](https://www.instagram.com/sourcesofstrength)





# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Chad Humphreys</b>	chad.humphreys@isd709.org
Homecroft Elementary 4784 Howard Gnesen Rd, Duluth MN 55803	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p><b>Deposit:</b> You have made a reservation to stay for March 7, 2022 - March 9, 2022 with 90 participants. To hold your reservation we require a deposit of \$1,350.00. <b>This contract is valid for 30 days after receipt.</b></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i></p>	

By signing below, I agree to the terms listed above:

<b>Printed Name:</b>	<b>Title:</b>	
<b>Signed Name</b>	<b>Date</b>	
<b>Billing Contact:</b> <b>Billing email address:</b>	<b>Billing Address:</b>	
<b>Cardholders Name: [] same as billing contact</b>	<b>Cardholders address: [] same as billing address</b>	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

*Chad Humphreys*  
CHD 2/8/21

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: February 4, 2021**

## **Service Agreement**


- I. This agreement (“**Agreement**”) is effective upon the later of the signature dates set forth below, and is by and between Terch & Associates LLC, a Minnesota limited liability company, hereinafter referred to as “Consultant” and **ISD 709, Duluth Public Schools**, hereinafter referred to as “Client”.
- II. Consultant agrees to provide, and the Client agrees to accept, investigative services. In particular, the Client retains Consultant to **investigate claims made against staff member(s) of the Client and issue a report with findings of fact (“Services”)**. Any additional services provided by Consultant for Client shall be considered “Services” under this Agreement, and shall be performed in accordance with and subject to the terms and conditions of this Agreement.
- III. The Client understands and agrees that the Consultant shall be an independent investigator and that the Client shall cooperate during the course of the investigation, including, without limitation, providing Consultant with access to Client’s premises, materials, information, and systems to the extent necessary for the performance of the Services. Further, the Client understands and agrees that the investigation’s findings will be made without regard to the Client’s preferences and Client shall not control the manner or means by which Consultant perform the Services.
- IV. Client understands that Consultant does not provide legal or tax advice and they are encouraged to retain professional expertise in those areas as they see appropriate. The Client shall not interpret the Consultant’s communications as constituting legal or tax advice.
- V. The relationship between Client and Consultant shall be that of contract and not employment. Client and Consultant do not have an employment relationship. The Consultant shall maintain adequate general commercial and professional practices liability insurance.
- VI. Consultant agrees to provide the agreed upon Services in a manner consistent with reasonable care and in conformity with the generally accepted industry practices and standards of the field of Human Resources.
- VII. Consultant understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (“**MGDPA**”) (Minnesota Statutes Chapter 13) to the extent required by Minnesota Statutes, section 13.05, subdivision 11.
- VIII. The fact that the Client has reimbursed Consultant for any expense claimed by Consultant shall not preclude Client from questioning the propriety of any such item. Client 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 Consultant. This clause shall not be construed to bar any other legal remedies Client may have to recover funds expended by Consultant for disallowed costs. If Client is disallowing any cost or making any offset, it shall provide Consultant with written

notice of the specific reasons for such disallowance or offset within five (5) business days of making such disallowance or offset.

- IX. Subject to the requirement that Consultant comply with the MGDPA pursuant to Section VII, Consultant agrees to keep confidential information that is identified by Client as proprietary or confidential. Unless otherwise agreed, the simple existence of the consulting relationship between Consultant and Client is not considered proprietary or confidential.
- X. Consultant may be engaged or employed in any other business, trade, profession, or other activity which does not place Consultant in a conflict of interest with the Client.
- XI. All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the Client and shall be forwarded to the Client in digital format that is compatible with the Client's computer software programs. However, Consultant's notes and mental impressions prepared in the course of the Services shall not be the property of Client and shall remain the sole property of Consultant.
- XII. Consultant hereby agrees to defend, indemnify and hold the Client harmless from all claims relating to the Services, unless such claim arises out of the negligence, act, or omission of Client or any of Client's officers, employees, agents, or representatives. In the event the Consultant breaches its obligation to defend, indemnify and hold the Client harmless, then in addition to its other damages, the Client shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement. Consultant and Client waive claims against each other for consequential damages arising out of or relating to this Agreement, including, without limitation, any consequential damages due to either party's termination.
- XIII. Client agrees to pay Consultant a fee equal to **\$175.00 per hour billed in one-quarter hour increments** for all time spent working on the Client's behalf plus any expenses associated with the Services not to exceed \$10,000, unless authorized in writing by Client (which includes email authorization). All expenses will be billed at their originally incurred value and all expenses (including billable hours) are payable with thirty (30) days of the Client receiving the invoice. Any expense in excess of \$500, which is not for billable hours, shall be approved in writing by the Client.
  - a. The Client shall provide an initial deposit of \$2,500 upon execution of this Agreement.
  - b. Invoices can be emailed to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org) or mailed to Duluth Public Schools, Attn: Accounts Payable, 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802.
  - c. Investigative questions, and required approvals, for Client can be emailed to [bruce.watson@isd709.org](mailto:bruce.watson@isd709.org) or emailed to Duluth Public Schools, Attn: Bruce Watson, HR, 215 N 1<sup>st</sup> Ave E, Duluth, MN 55802. Communications with Consultant can be emailed to Justin Terch at

[justin@terchandassociates.com](mailto:justin@terchandassociates.com) or mailed to Terch & Associates Consulting LLC, 5 N 3<sup>rd</sup> Ave W, Ste 201, Duluth, MN 55802.

- XIV. This Agreement and its attachments represent the entirety of the agreement between the parties and replaces any and all prior arrangements and agreements. No amendment, changes or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- XV. 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.
- XVI. Consultant 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 Client.
- XVII. If any portion of this Agreement is deemed null or void, all remaining provisions retain their full force and effect.
- XVIII. Either party shall have the right to terminate this Agreement, without cause, upon written notice to the other party as provided for in this Agreement. Consultant shall be paid for Services performed prior to the effective date of termination based upon the payment terms of this Agreement.
- XIX. In the event delay is caused by circumstances beyond either party's control, including but not limited to the Covid-19 pandemic, fire, strike, war, riots, acts of God, and/or acts of civil or military authority, the Agreement shall be extended to provide for such delay.
- XX. All consultants doing business with the Client agree to follow Policy 307 – Conflicts of Interest and Fiduciary Duty. This policy is located on the Client's website.
- XXI. This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement. For purposes of this Agreement, a telecopy, electronic, or facsimile Agreement and signature shall be deemed as, and shall serve as, an original Agreement and signature.

  
\_\_\_\_\_  
Authorized Representative  
ISD #709

2-4-21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Justin L. Terch  
Terch & Associates LLC

\_\_\_\_\_  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8th day of February, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 8, 2021 and shall remain in effect until June 4, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet the needs documented in **Za'Marrion Baker's** 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 daily (3 days per week) Mondays, Tuesdays, and Fridays following the Duluth Schools District calendar.

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

The approximate date the service will begin is **February 8, 2021** and shall not extend beyond **June 4, 2021**; the contract not to exceed a total of **44 Days** (attending 3 days per week - Mondays, Tuesdays, and Fridays from 8:00 am to 3:00 pm). The District will pay 3 days per week @ \$35.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15<sup>th</sup> 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 \$35.00 per day and \$1,540.00 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

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

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

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

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

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

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

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

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

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

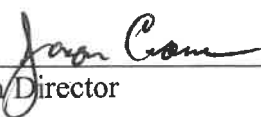
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of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

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

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

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

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

Contractor Signature	SSN/Tax ID Number	Date
		2-9-21
Program Director		Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

	2-15-21
CFO / Superintendent of Schools / Board Chair	Date

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

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

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

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

*Check all that apply below*

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

Services are consultative with special education staff.

Services are during times of Distance Learning only.

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

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

**Site of Service**

Services to be provided at school site(s)

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

-

## **Payment**

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

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

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

## **Term**

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

## **Cancellation Clause**

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

## **Independent Contractor**

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

## **Hold Harmless**

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

## **Privacy of Pupil Records**

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

## **Insurance**

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

### 1. Workers Compensation

#### A. Statutory State Coverage

#### B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

### 2. General Liability Insurance

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

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

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

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

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

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

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

*Contractor's liability to the District under this contract.*

## **Compliance**

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

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

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

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

#### **Modification or Amendment**

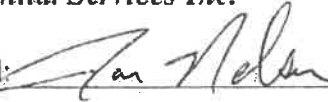
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#### **Governing Laws**

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



**Residential Services Inc.**

Signed: 

Title: Executive Director

Date: 2/12/21

**Duluth Public Schools**

Signed:  Signed: 

Title: Special Services Director Title: CFO

Date: 2/4/21 Date: 2/16/21

**Budget Code**

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

**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Residential Services, Inc.**

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

**Services**

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

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

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

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

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

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

**Fees**

The date of service will begin *February 3, 2021* and shall not extend beyond *June 10, 2021*, the contract not to exceed *81 days* and *20 hours per week*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$6,966.00* for the time worked with [REDACTED] while participating in school activities.

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

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

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

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

*Check all that apply below*

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

Services are consultative with special education staff.

Services are during times of Distance Learning only.

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

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

**Site of Service**

Services to be provided at school site(s)

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

## **Payment**

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

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

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

## **Term**

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

## **Cancellation Clause**

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

## **Independent Contractor**

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

## **Hold Harmless**

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may

sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

### **Privacy of Pupil Records**

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

### **Insurance**

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

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

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

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

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

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

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

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

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

*Contractor's liability to the District under this contract.*

## **Compliance**

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

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

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

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

## **Modification or Amendment**

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

**Governing Laws**

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

**Residential Services Inc.**

Signed: Jim Nelson

Title: Executive Director

Date: 2/3/21

**Duluth Public Schools**

Signed: Justie Anderson Signed: Connie Edser

Title: Asst. Director of Spec Title: CFO

Date: February 1, 2021 Date: 02/04/21

**Budget Code**

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

**Addendum 1**  
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**Services**

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

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

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

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



## Fees

The date of service will begin *February 2, 2021* and shall not extend beyond *June 10, 2021*, the contract not to exceed *82 days*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$1,763.00* for the time worked with [REDACTED] while participating in school activities.

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

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

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

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

*Check all that apply below*

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

Services are consultative with special education staff.

Services are during times of Distance Learning only.

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

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

**Site of Service**

Services to be provided at school site(s)

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

## **Payment**

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

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

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

## **Term**

This Agreement shall be deemed to be effective as of September 28, 2020 and shall remain in effect until June 30, 2021, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

## **Cancellation Clause**

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

## **Independent Contractor**

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

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sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

### **Privacy of Pupil Records**

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

### **Insurance**

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

1. Workers Compensation
  - A. Statutory State Coverage
  - B. Employee Liability Coverage with the following limits:
    - Bodily Injury by Accident 100,000 Each Accident
    - Bodily Injury by Disease 100,000 Each Employee
    - Bodily Injury by Disease 500,000 Each Policy Limit
2. General Liability Insurance
  - A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
    - Combined Single Limit: \$1,500,000
    - Personal Injury Liability \$1,500,000
    - Products Completed Operations \$1,500,000
    - General Aggregate \$1,500,000
  - B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.
3. Automobile Liability Insurance including hired/ non-owned Auto.
4. Professional Liability Insurance with limits of \$1,500,000 each occurrence / \$1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

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

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

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**Residential Services Inc.**

Signed: Jan Nelson

Title: Executive Director

Date: 1/29/21

**Duluth Public Schools**

Signed: Jacqui Leonard Signed: Cathie Deon

Title: Asst. Director Sped Title: CFD

Date: 1/27/2021 Date: 02/04/21

**Budget Code**

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

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**Fees**

The date of service will begin *February 1, 2021* and shall not extend beyond *June 10, 2021*, the contract not to exceed *83 days*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$1,784.50* for the time worked with [REDACTED] while participating in school activities.



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Combined Single Limit: \$1,500,000

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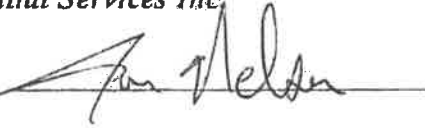
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**Residential Services Inc.**

Signed: 

Title: Executive Director

Date: 1/28/21

**Duluth Public Schools**

Signed:  Signed: 

Title: Asst. Director Spec Title: CFO

Date: 1/27/2021 Date: 02/04/21

**Budget Code**

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4

**Fees**

The date of service will begin *February 1, 2021* and shall not extend beyond *June 10, 2021*, the contract not to exceed *83 days*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$1,784.50* for the time worked with [REDACTED] while participating in school activities.



## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-2021.02-Nutanix Upgrade	<b>Seller Representative:</b>
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	Dave Donarski
<b>CDW Affiliate:</b>	CDW Government LLC	(847) 465-6000 davedon@cdwg.com
<b>Date:</b>	February 12, 2021	<b>Solution Architect:</b> Craig Berg Kate Moore
<b>Drafted by:</b>	Connor Grimsley	

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

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

This scope of engagement, together with the Agreement between the CDW entity selling the Services described herein (“**Seller**” or “**Provider**”), and the Customer ordering such Services (“**Customer**”), shall be deemed to be a contract upon Seller’s acceptance of Customer’s Purchase Order (“**PO**”).

### SERVICES SUMMARY

Seller will perform the following:

- Remotely Install and configure a Nutanix cluster consisting of up to four (4) nodes utilizing AHV as the hypervisor.

### NUTANIX CLUSTER DEPLOYMENT SERVICES - AHV

Services will consist of the items listed below (“**Services**”):

- Pre-Engagement Call (Customer Kick-off Meeting)
  - Review scope and expectations
  - Identify stakeholders and key contacts
  - Identify project constraints and limitations
- Cluster Design and Planning Session
  - Remote session with Customer and Seller to discuss design and planning variables
  - Perform verification of site readiness for service delivery
  - Work with Customer to design the layout and configuration of the Nutanix cluster
    - Discussions around layer 2 data and management networking, cluster layout, design variables, etc.
  - Complete discovery, configuration, and Nutanix cluster pre-installation checklist and review with Customer
  - Complete solution summary documentation and applicable Visio drawings
- Nutanix Cluster Deployment and Configuration
  - Remotely Performs the pre-site installation checklist with Customer team
    - Confirms network and connected switch settings
    - Conducts a site readiness assessment for project



- Completes the Nutanix pre-installation site checklist
  - Remote power testing of Nutanix cluster
    - If using 3<sup>rd</sup> party hardware, the appropriate prep SoW module must be added to the scope to account for connectivity and firmware efforts
    - If the project will be completed remotely, Seller will assist Customer in racking and cabling verification to ensure proper physical installation and connectivity
  - Initial Imaging and OS installation for all nodes in cluster via Nutanix Foundation
    - Validation of
      - IP, DNS, NTP, data network settings
      - Node/cluster intercommunication
      - Controller Virtual Machine (CVM) Validation
    - If the project will be completed remotely, Seller will assist Customer with installing and configuring a local Nutanix Foundation appliance for purposes of imaging.
  - Configuration of AHV Cluster
    - Cluster Administration Settings (Users, NTP, SMTP, SNMP)
    - Storage Pool/Storage Container creation and configuration
    - Virtual Network configuration for VM traffic
- Prism Central Deployment and Configuration
  - Deployment of Prism Central VM
  - Configuration and integration of Prism Central to new/existing clusters
  - If PrismPro license was purchased, install license to unlock PrismPro features
- Nutanix Asynchronous DR – Manual Data Protection Configuration
  - If multiple Nutanix clusters are in use, configure if Customer desires:
    - Async Protection Domains (up to 3)
    - Protected VMs (up to 5)
    - Replication Schedules
    - Discussion around manual VM failover and recovery concepts
  - Check data replication operations for successful transmission to remote cluster (VM recovery and operability testing and runbook documentation is out of scope for this service)
- Functional Demonstration and Knowledge Transfer around Nutanix AHV cluster
  - Prism Dashboard Overview and Administration
  - Functional Demonstration of Nutanix administration
    - AHV Upgrades via Prism
    - Addition of nodes to AHV cluster
    - NCC Health Check
    - If PrismPro license was purchased and installed, overview of PrismPro additional features
  - Workload Migration
    - Migration or creation of up to five (5) non-production VMs to AHV cluster, using available tools

## NUTANIX FILES CONFIGURATION

Services will consist of the items listed below (“Services”):

- Design discussions around AFS deployment considerations and network configuration variables (data IPs, Active Directory, DNS, etc.)
- Configure File Server services:
  - Cluster Data Services IP
  - AFS setup variables
  - Client and Storage Network
  - Active Directory Integration
  - Configure Protection Domain and replication if applicable
  - Windows Previous Versions if applicable
- Creation of up to 2 shares and test client connectivity

## **DATA MIGRATION**

Customer is requesting assistance to migrate approximately 5 TB of Data from an existing Nutanix storage solution (“Source”) to a new Nutanix storage solution (“Target”). Seller will work with Customer to Plan, Design and Migrate Data on specific hosts from started sources(s) to specific target(s) according to the scope boundaries set forth below: including Data Gathering, Assessment, Planning, Design, Implementation and Migration data validation. Seller will use specific Storage Solution Native Windows tools as it primary tool(s) for migration of data during this project an may elect, at Sellers’s discretion, to employ the use of other appropriate methods as needed to complete the migration of data as defined in this SOW. This process will be based upon mutually agreed upon downtime requirements, planned in advance by both the Seller and Customer.

## **SOURCE ENVIRONMENT**

- Qty. (1) Nutanix
  - Approx. 70 VMs,

## **TARGET ENVIRONMENT**

- Qty. (1) nutanix
  - Approx. 70 VMs,

## **DATA MIGRATION**

Seller’s approach to this Data Migration project is addressed in the following phases:

- Discovery & Assessment
- Planning & Design
- Preparation
- Pilot
- Data Migration
- Validation

### DISCOVERY AND ASSESSMENT PHASE

- Seller will perform a physical and logical inventory of the Customer storage environment and supporting network hardware, and will gather information regarding the data type, size, and environment.
- Customer will complete a data assessment questionnaire provided by the Seller.
- Seller will review the questionnaire and communicate with the Customer as needed for additional or follow up information.
- Seller will run a data gathering and validation tool on Customer network (remote) in order to collect, analyze and validate Customer data is in line with project information.
- Seller will work with the Customer if any needed outages are identified to ensure minimal impact to the Customer business operations as well as to ensure correct collection of data.
- Seller will complete the analysis of existing host data collected and document any required changes to hardware/software/firmware and provide the list to the Customer.

### PLANNING AND DESIGN PHASE

- Upon completion of the discovery and assessment phase, Seller will create a data migration strategy based on Customer specific needs. The Seller and Customer will review the findings and recommendations.
- A migration plan will be submitted to Customer for approval before proceeding.
- Once the migration plan has been accepted then the Seller will create a pilot and validation plan. The purpose of this plan is to test in a controlled pilot group the migration strategy.
- Validate the migration environment to ensure the appropriate assets will be migrated and meet Seller’s interoperability requirements.
- Correlate storage environment information and plan for the migration solution.
- Create documentation of the proposed architecture in the Configuration Guide.
- Work with Customer to develop post migration cutover plan.

- Determine the engagement process and schedule.
- Determine Downtime windows.
- Determine Customer Change Control.

### PREPARATION PHASE

- Validate that the relevant equipment is on-site at the appropriate location with power and cable requirements met
- Confirm with the Customer the installation, cabling, and connectivity to system cabinets are in accordance with the solution design
- Verification of the network, server, or storage configuration changes
- Installation and setup of the migration tool(s)
- Confirm Customer has completed a full backup of all data from source systems

### PILOT PHASE

- Development of the Data Migration Validation Plan with the Customer
- Perform a test migration with data subset
- Review Pilot results upon successfully completion
- Modify migration plan and conduct second pilot if required

### DATA MIGRATION PHASE

- Migration of the data in scope of this SOW
- Upon determination of migration plan and technique, specific implementation plans will be generated and executed.

### VALIDATION PHASE

- Review Data Validation plan with Customer
- Validate migrated data attributes
- Validate target system configuration
- Verify I/O is suspended and confirm with Customer that data removal from system is complete
- Perform post-migration clean up, including removal of any zoning, device mappings, port connections, and migration software or storage configuration settings that are no longer required in the environment
- Remove migration appliances as needed
- Provide appropriate Knowledge Transfer and target system Overview as applicable

## **ENGAGEMENT PLANNING & MANAGEMENT**

These tasks will ensure that project completion meets all requirements outlined in the scope of services. It includes the following activities:

- Internal Project Technical Planning
  - Solution and Technical Architecture Review and planning
  - Clearly define project scope, objectives, risks and approach
  - Develop a Work Breakdown Structure and Develop a Project Plan
  - Develop Communication and Escalation Plan
  - Identify project resources, roles, and responsibilities
  - Confirm site readiness and documentation
- External Project Meeting
  - Introduce key participants, stakeholders and project teams
  - Verify hardware delivery and specifications
  - Solution, requirements and logistics Review
  - Review and approve project plan
- Project Management
  - Task and resource scheduling and assignment
  - Administration, Financial and Team management
  - Escalation and communication management
  - Change control and management

- Status meetings and reporting
- Project Closeout

## CUSTOMER RESPONSIBILITIES

- If using 3<sup>rd</sup> party hardware for Nutanix solution, Customer must ensure hardware meets Nutanix interoperability and compatibility requirements for use and that firmware is installed and updated as per Nutanix recommended versions.
- Customer needs to have a 10GbE Top-of-Rack (TOR) switch to use with the Nutanix cluster and it must have the appropriate number of 10GbE open ports available/licenses to use those ports. Otherwise Customer will need to purchase a TOR switch and/or additional licenses to open those ports.
- Customer needs to have a 1Gb management switch to use with the Nutanix cluster and it must have the appropriate number of open ports available/licenses to use those ports. Although not recommended, the same switch for ToR connectivity can be used for management if the applicable ports are available.
- Configuration of network switches for data and management will be completed by the Customer unless explicitly stated otherwise in the “Services Summary” section above.
- For remote-based deployments, Customer will need to ensure that they have the infrastructure to install and configure a Nutanix Foundation VM appliance for temporary use in Nutanix cluster imaging. This can be on an existing virtual infrastructure or built as a VM on a workstation. Connecting the nodes to a temporary 1Gb management switch is recommended to ensure traffic does not affect production network load. Additionally, node IPMI's will be assigned static IP addresses to help with imaging process.
- Assist Seller with project planning and design variable gathering.
- Customer is responsible for creating a backup of the VMs to be test migrated
- Customer shall provide Provider with detailed and accurate information regarding its current network environment, including information regarding network provisioning, TCP/IP settings, server hardware details, software versions, or regulatory requirements. Inaccurate information may add time and cost to the project.
- Customer shall perform a full working backup of its network prior to commencement of the Services. Seller is not responsible for lost data.
- Provide qualified personnel who will perform Customer’s obligations under this SOE, make timely decisions necessary to move performance of the Services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services
- Provide Seller’s personnel with appropriate levels of access and privilege to systems and information necessary for Seller’s performance of the Services
- Limiting access to Customer’s network and/or facilities only as needed to perform the Services
- Make any final decisions regarding, and take responsibility for the implementation of any recommendations or potential solutions provided by Seller under this SOE
- Site Preparation:
  - All hardware will be received and inventoried prior to scheduling Seller to arrive onsite. All hardware/software/firmware are compatible in accordance with manufactures support matrix(s)
  - Complete all change control task(s) and schedule all required maintenance windows.
  - Customer shall assume all responsibility for site preparation, including space, cabling, HVAC and electrical requirements that have already been provided.
  - Customer is responsible for providing customer-owned or licensed copies of any customer or third-party software that Seller is required to install on the Customer’s behalf.

## ASSUMPTIONS AND ACKNOWLEDGEMENTS

- Services will be delivered onsite or remotely, based on Customer needs and project intent.
- Customer’s personnel will be available on a timely basis, and when reasonably requested by Seller, Customer’s personnel will provide input, review the Services being performed and the items provided by Seller, answer questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input
- The scope and objectives of this project will be jointly managed by Customer and Seller to better ensure completion of the project within the anticipated schedule

- Customer acknowledges and agrees that Seller will not process personal data that is subject to applicable data security and privacy laws (“**Personal Data**”) within the scope of the Services, and that Customer will restrict Seller from accessing any Personal Data during the performance of the Services

## OUT OF SCOPE

- Firmware upgrades for non-Nutanix hardware (3<sup>rd</sup> party hardware platforms) unless otherwise stated with the appropriate services module.
- Creation and configuration of new vCenter appliances, unless otherwise stated with the appropriate services module.
- Nutanix Metro Availability
- Configuration of LAN/SAN switches
- Remediation of any issues or problems is out of scope for this engagement
- Seller will not perform Services for Customer’s foreign affiliates if any
- Any other Services not specified herein
- Replacement of any security certificates.
- Any P2V conversions
- Network configuration of switches/non-Nutanix devices to support DR configuration
- Recovery or operability testing on production VMs
- Tasks not defined within this SoW

## ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Nutanix Planning and Design Documentation	Pre-installation Checklist	Various
Nutanix Cluster As-Built	Design variable Doc	PDF
Nutanix Administration Documentation	Vendor Procedural docs	PDF
Data Migration Workbook	Data Migration planning docs	pdf

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

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

## PROJECT MANAGEMENT

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

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

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

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

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

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

### **Project Management**

A Project Manager is assigned and provides the following:

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

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

## **CONTACT PERSONS**

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

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

## **CHANGE MANAGEMENT**

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

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

## **PROJECT SCHEDULING**

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

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

## TOTAL FEES

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

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

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

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

Services Fees of \$16,545.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 80 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

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

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

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

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

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

Table – Services Fees

<b>Unit Type</b>	<b>Unit Rate</b>	<b>Billable Units</b>	<b>Subtotal</b>
Senior Engineer – Per Hour	\$225.00	24	\$5,400.00
Engineer Data Migration – Per Hour	\$195.00	41	\$7,995.00
Project Manager – Per Hour	\$210.00	15	\$3,150.00
<b>Estimated Totals</b>		<b>80</b>	<b>\$16,545.00</b>

**EXPENSES**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

**TRAVEL NOTICE**

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

**CUSTOMER-DESIGNATED LOCATIONS**

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



# SIGNATURES

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

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

**CDW Government LLC**

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

By: *Susan Lusk*  
Susan Lusk (Feb 17, 2021 14:52 CST)

By: *Catherine A. Erickson*  
Catherine A. Erickson (Feb 17, 2021 14:47 CST)

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Feb 17, 2021

Date: Feb 17, 2021

Mailing Address:  
200 N. Milwaukee Ave.  
Vernon Hills, IL 60061

Mailing Address:  
215 N 1ST AVE E, ACCTS PAYABLE  
DULUTH, MN 55802-2058

01-E-012-108-000-350-000

# EXHIBIT A

## CUSTOMER-DESIGNATED LOCATIONS

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

<b>Location(s)</b>	<b>Address</b>
District Office	215 N First Ave E, Duluth, MN 55802

**SPIRIT OF THE LAKE COMMUNITY SCHOOL**  
**Guidelines for**  
**TRANSPORTATION REIMBURSEMENT**  
**2020-2021**

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

$$\underline{\hspace{2cm}} \text{ days X } \underline{\hspace{2cm}} \text{ miles X 32 Cents per mile = reimbursement.}$$
 (Round trip from home to school)
3. Mail or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session and only for their mileage. Carpool mileage should not be submitted. For the ~~2019-2020~~ <sup>20</sup> <sup>21</sup> school year one family reimbursement is maximum of \$312.00. *cal*
5. All reimbursement claims must be received at ISD 709 by June 11, 2021.

**SPIRIT OF THE LAKE COMMUNITY SCHOOL**

BY   
 Spirit of the Lake Community School Director

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY   
 Director of Business Services