

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of June 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 28, 2021 and shall remain in effect until June 30, 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.** The Contractor will provide cultural opportunities such as drumming, teaching moccasin game, and organizing events for the American Indian Education Department, district wide.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 10,000 (Ten thousand dollars). The Contractor will be paid \$75.00 (Seventy five dollars) hour. 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 compensation, 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: Edye Washington, Coordinator for American Indian Education Department. 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
Joseph Montano Sr. 35357 Community Rd. #20 Bayfield, WI 54814

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.

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.

		6/28/2021
Contractor Signature	SSN/Tax ID Number	Date
		6/30/2021
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01-E-005 605-320-305-340					
01	605	005	320	340	130500

Caroline Ebor

CFO/Superintendent of Schools/Board Chair

7/6/21

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of May, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Leanna Hudson, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contactor 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 October 1, 2021 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.

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 already completed background check 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 \$32/hour and \$22,000.00 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. Request 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.

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

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: Katie Danielson, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1545 Torgenson Road, Duluth, MN 55804.

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

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

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

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

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

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.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Leanna Hudson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. Dates of Service. This Agreement shall be deemed to be effective as of June 01, 2021 and shall remain in effect until September 30, 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. Support services include: Connecting with ISD 709 Families in Transition program coordinator to determine needs of families and students, meet with families in shelters or households to determine concerns and community support options, provide parenting support individually or in small groups at shelter and/or transitional housing sites, assist parents in maintaining appointments for children/youth within the community and school.

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952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON Mike Guggenberger
952-698-9241
mguggenberger@innovativeos.com

PROPOSAL

DATE 07/29/2021
CUSTOMER NAME DULUTH PUBLIC SCHOOLS ISD 709
CUSTOMER NUMBER C100951
CUSTOMER PO
ORDER NAME Duluth Move Process
ORDER NUMBER 202855
PROJECT NUMBER
TERMS NET30

BILL TO
DULUTH PUBLIC SCHOOLS ISD 709
215 N 1ST AVE E
DULUTH, MN 55802-2058

SHIP TO
DULUTH PUBLIC SCHOOLS ISD 709
215 N 1ST AVE E
DULUTH, MN 55802-2058

ATTN: Greg Jones - (218) 336-8845

ATTN: Greg Jones - (218) 336-8845

*Quote excludes Soil & Water Department, Detached garage storage and 1890's Muse

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
CONTENTS MOVE	Scope of the project to include: *Move furniture and contents as described to other school locations. *Customer to box contents and label items to be moved. *Project to be completed in phases during regular hours. *Estimate includes drivetime as needed to and from our Minneapolis warehouse. *Assumes functional and exclusive use of the elevator as needed at origin and destination.	1.0	94,030.00	94,030.00

LINE	DESCRIPTION	QUANTITY	EXTENDED AMOUNT
3	OFFICE EMPLOYEE CONTENTS & FILES *Relocate approx. (100) employee's contents and files as needed to temp space. *Quote excludes all furniture except vertical, lateral and pedestal files as needed. *Employee contents from the following departments: ECFE, Preschool, Food Service, Room #313 Storage, Indian Education, Grant Programs, Curriculum, Technology, Budget, Business, Superintendent, SPED, Community Education, Human Resources, Special Services, Assistant Superintendent. *Excludes all basement storage items.	1.00 Each	16,600.00
5	ADDITIONAL/ALTERNATE *Relocate approx. (50) file cabinets from boardroom mezzanine area.	1.00 Each	1,400.00
7	RELOCATE ALC & AOE OFFICES AND CLASSROOMS *Relocate classroom and office contents, curriculum and files as needed. *Relocate music, art and storage areas. *Quote excludes all furniture except vertical, lateral and pedestal files. *Excludes all basement storage.	1.00 Each	14,500.00
8	RELOCATE ALC & AOE OFFICES AND CLASSROOMS *Relocate and redistribute approx. (30) PC's, customer to label and prep to move.	1.00 Each	650.00
9	ADDITIONAL/ALTERNATE *Budget to relocate 100% of classroom and office furniture. *Actual bid to be completed once a reuse assessment is completed.	1.00 Each	13,350.00
10	RELOCATE ADULT ED OFFICES AND CLASSROOMS *Relocate classroom and office contents, curriculum and files as needed.	1.00 Each	5,500.00



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INNOVATIVEOS.COM

SALES PERSON Mike Guggenberger
952-698-9241
mguggenberger@innovativeos.com

PROPOSAL

DATE 07/29/2021
CUSTOMER NAME DULUTH PUBLIC SCHOOLS ISD 709
CUSTOMER NUMBER C100951
CUSTOMER PO
ORDER NAME Duluth Move Process
ORDER NUMBER 202855
PROJECT NUMBER
TERMS NET30

*Quote excludes all furniture except vertical, lateral and pedestal files.

11	RELOCATE ADULT ED OFFICES AND CLASSROOMS *Relocate and redistribute approx. (15) PC's, customer to label and prep to move.	1.00 Each	350.00
12	ADDITIONAL/ALTERNATE *Budget to relocate 100% of classroom and office furniture. *Actual bid to be completed once a reuse assessment is completed.	1.00 Each	6,650.00
13	PRINT SHOP AREA (BASEMENT) *Relocate all contents and storage. *Relocate misc. storage furniture as needed. *Copiers and printers to be moved by others, likely per lease agreement.	1.00 Each	5,400.00
14	SPED STORAGE AND FILE ROOM (BASEMENT) *Relocate all contents and storage items. *Relocate misc. storage furniture as needed.	1.00 Each	2,200.00
15	RELOCATE BOOKROOM (BASEMENT) *Relocate all contents and storage items from bookroom. *Relocate misc. shelving as needed.	1.00 Each	3,300.00
16	LOWER HALLWAY STORAGE (BASEMENT) *Relocate all palletized and hallway storage items. *Knockdown, relocate and reinstall approx. (12) sections of racking.	1.00 Each	4,500.00
17	LOWER-LEVEL JANITOR STORAGE AREA (BASEMENT) *Stir carry contents as needed at origin, relocate to alternate site.	1.00 Each	2,700.00
18	ADDITIONAL STORAGE AREAS (BASEMENT) *Relocate Technology, science and curriculum storage areas. *Excludes all shelving assembled or disassembled.	1.00 Each	4,400.00
19	COMPANIES FOR CLASSROOMS (BASEMENT) *Relocate all contents. *Knockdown, relocate and reinstall approx. (14) sections of gondola shelving.	1.00 Each	4,400.00
20	DELIVER PACKING MATERIALS *Deliver packing materials and stage on each floor as needed.	1.00 Each	1,300.00
21	MATERIALS Materials (Labels - 500) Qty (10) rolls @ \$15 ea.	1.00 Each	160.00
22	MATERIALS (Boxes) Qty 2,500 @ \$1.50 ea.	1.00 Each	4,200.00
23	MATERIALS (Tape) Qty 10 @ \$2.50 ea.	1.00 Each	270.00
24	MATERIALS (Large Speedpack boxes) Qty 100 @ \$20 ea.	1.00 Each	2,200.00

GROUP	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
DECOMMISSIO		1.0	0.01	0.01
LINE	DESCRIPTION	QUANTITY	EXTENDED AMOUNT	



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PROPOSAL

DATE 07/29/2021
CUSTOMER NAME DULUTH PUBLIC SCHOOLS ISD 709
CUSTOMER NUMBER C100951
ORDER NAME Duluth Move Process
ORDER NUMBER 202855
PROJECT NUMBER
TERMS NET30
1.00 0.01
Each

2 DECOMMISSION
TBD

Table with 5 columns: GROUP, DESCRIPTION, QUANTITY, UNIT PRICE, EXTENDED AMOUNT. Row 1: INVENTORY ASSESSMENT, 1.0, 75.00, 75.00

Table with 4 columns: LINE, DESCRIPTION, QUANTITY, EXTENDED AMOUNT. Row 1: 1, INVENTORY ASSESSMENT \$75.00 per hour per person. Total TBD, 1.00, 75.00

Representatives from Innovative Office Solutions will be assisting Duluth School District in assessing the condition of existing furniture in the district office building. Innovative will provide its input to District personnel whether to Recycle, Reuse or Auction off this furniture. Neither Innovative Office Solutions nor their representatives is responsible for the final decision and assumes no liability for the District's decision in relation to the disposition of the assessed furniture.

Remit to address for deposits:
Innovative Office Solutions, LLC PO Box
860627
Minneapolis, MN
55486-0627

Summary table with 2 columns: Description, Amount. Rows: SUBTOTAL \$94,105.01, TOTAL \$94,105.01, REQUIRED DEPOSIT 50.0% \$47,052.51

PROPOSAL VALID FOR 14 DAYS

Thank you for the opportunity to partner together. Please review the quotation and let us know if you have any questions.

Signature: [Handwritten Signature] Name: Catherine Erickson Title: CFO Date: 7/29/21



952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON

Mike Guggenberger
952-698-9241
mguggenberger@innovativeos.com

PROPOSAL

DATE	07/29/2021
CUSTOMER NAME	DULUTH PUBLIC SCHOOLS ISD 709
CUSTOMER NUMBER	C100951
CUSTOMER PO	
ORDER NAME	Duluth Move Process
ORDER NUMBER	202855
PROJECT NUMBER	
TERMS	NET30

THANK YOU FOR THE OPPORTUNITY

We are thrilled for the opportunity to partner together on your project. The terms and conditions below outline a working understanding for the project journey and is intended to set both organizations up for success. If you have questions or concerns, please contact us directly.

QUOTES AND PRICING

Please review your final project plan and quote to confirm it will fit your space and workplace needs. Quoted prices are good for 14 days from the date of the proposal. Due to the volatile transportation conditions in 2021, freight will be billed based upon actual. Unless otherwise noted, prices quoted do not include sales, use, excise, or other applicable taxes. Any applicable taxes will be added or adjusted on the invoice at the time of billing. Buyers exempt from taxes should provide Innovative with copies of exemption certificates prior to placing the order.

DESIGN AND ORDERING

Innovative's Design team will work with you and/or your team to design a space that is customized to your budget, style and unique needs to transform your space/s and bring your vision to life. If you do not want to move forward with us on a project, the design work remains the exclusive property of Innovative Office Solutions and we reserve the right to invoice you for the design costs incurred.

NEED FOR DEPOSITS

A deposit of 50% of the order is required on all projects in excess of \$5,000. The deposit is essential as our vendor partners require payment from us when placing orders. Once the deposit is received, we will place your order. Payments must be in the form of check, ACH or wire transfer. Credit cards are not accepted for deposits or other furniture payments over \$5,000.

PAYMENT TERMS

Our Innovative team will send invoices following delivery and installation completion. To ensure a seamless accounting experience, please send payment within 30 days of the invoice date. It is not uncommon for a project to be substantially complete, except for a few punch list items. We appreciate you paying your invoice in full. Innovative will complete your project when outstanding items and/or parts become available.

CHANGES

Once we receive the sign off on design plan and proposed budget, your order will be placed. Due to the customization of many projects, once orders are placed, most products are not returnable. Modifications or cancellations may result in cancellation or restocking charges by our manufacturer partners. Unfortunately, we will need to invoice you if such charges are incurred. Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of the project, including any additional requirements or restrictions placed on Innovative will be added to the project price. When Innovative becomes aware of the nature and impact of the change, you will be notified, and all project paperwork will be updated as necessary. In this instance, a revised quote will be generated for signoff.

PROJECT DELAYS AND STORAGE

We understand projects are occasionally delayed. This may mean you are unable to accept product from us as scheduled. When this occurs, Innovative will store your items at no charge for up to 30 days to provide you with additional time to ensure your space is ready for installation. After 30 days, we will provide a quote to continue to store your product, as we want to make sure it is safe and in a secure location.

DELIVERY AND RECEIPT OF PRODUCT

We will contact you once we are notified your product has been shipped and is on its way. Your product will be delivered during regular business hours. In order to provide an exceptional delivery experience, we ask that you inform us of any unique circumstances that a driver or install team may face during a delivery. This may include such challenges as a downtown location or the need for a liftgate. Providing us with this information ensures that product is delivered to the proper location within your facility and will reduce the chances of damage to any of the items.

We kindly ask you to inspect all product directly shipped and/or delivered and brought onto the job site as scheduled. If you discover product has been damaged or shipped in error during the receiving process, please notify us within 24 hours to ensure that appropriate claims can be



952.808.9900 | 866.574.5389

INNOVATIVEOS.COM

SALES PERSON Mike Guggenberger
952-698-9241
mguggenberger@innovativeos.com

PROPOSAL

DATE 07/29/2021
CUSTOMER NAME DULUTH PUBLIC SCHOOLS ISD 709
CUSTOMER NUMBER C100951
CUSTOMER PO
ORDER NAME Duluth Move Process
ORDER NUMBER 202855
PROJECT NUMBER
TERMS NET30

filed. After product arrives at your site, any loss or damage caused by other trades or by weather, fire or other elements is your responsibility.

INSTALLATION PREMISES CONDITIONS

It is our sincere priority to make sure the installation of your product is timely, professional, and as efficient as possible. To facilitate this, we ask the site to be clean, clear, and free of debris prior to installation. The jobsite should have proper lighting, heat, power source, hoisting and/or elevator service and suitable unobstructed dock space and a secured staging area. The job site shall also be free of the interference of other trades in the area where installation is taking place.

We understand in certain situations spaces are not ready for installation when the initial date was scheduled. If this is the case, please provide at least a 48-hour notice so we can keep your project on track to the best of our ability. If proper, timely communication does not occur, unfortunately additional charges may be invoiced to cover costs incurred. Our Installation Team installs product based on the final approved layout. If there are any changes to the final plan, please make sure these are addressed prior to the installation date.

WARRANTY

Each manufacturing partner of Innovative has a warranty standard. For more information on warranty details, reach out to your Innovative Account Executive. Warrantied product replacements may require billable installation services.

CLAIMS

Innovative will help resolve claims concerning damaged and/or defective product, materials and/or workmanship made within the warranty period as stated by the manufacturer, supplier, or fabricator. We will arrange for the repair or replacement of any damaged or defective items and/or installation to make sure the project is successful.

FORCE MAJEURE

We will do our absolute best to ensure we can secure and install your product, but if there are reasons beyond our control, Innovative will not be liable. Reasons include but are not limited to, strikes, pandemics, embargos, war or other breakout of hostilities, acts of God, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations.

GOVERNING LAW

This agreement shall be governed by and construed according to the laws of the State of Minnesota.

ARBITRATION

We want to make this a true partnership and resolve any issues that may occur. Any controversies or claims arising relating to this contract will be settled by arbitration administered by the American Arbitration Association. They will fall under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court with authority. The award shall include the costs of arbitration and the legal fees of the prevailing party.

THANK YOU FOR YOUR PARTNERSHIP

Innovative Office Solutions is built upon a "relationships matter" belief system, and every project matters to us. We are thankful for the opportunity to partner together and we look forward to serving you!

Handwritten signature

Authorized Signature

7/29/21

Date

05 E 005 850 000 305 000



Logikcull Subscription License

Customer: Duluth Public Schools
Address: 215 N. 1st Ave. E., Room 215, Duluth, MN 55802


Primary Account Holder
Name: Catherine Erickson
Phone: (218) 336-8704
Email Address: catherine.erickson@isd709.org

Licensing	<ul style="list-style-type: none"> • Logikcull Discovery Solution: drag & drop collection & ingestion, automated processing, ECA & review platform, search capability, unlimited production & exports <ul style="list-style-type: none"> ○ Unlimited Users ○ Unlimited Active Matters ○ Dedicated Customer Success Manager ○ Premium Solution and Features ○ 100 GB (gigabytes) of Active Storage data space • Premium in-app support with 24/7 coverage 	<p>Monthly: \$1,667</p> <p>This agreement supersedes and replaces any prior agreement</p>
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Terms

- Contract Term: 08/01/2021 - 07/31/2022
- Renewal Date: 08/01/2022
- Unless notified in writing 60 days prior to renewal, order form will auto-renew for a one-year term at the end of the prior term.
- Payment Terms: Annually, Due Upon Receipt of Invoice
- Payment Method: Check
- Data size is based on the post-processed, post de-duplicated high watermark data size.
- Additional Flex Data will be \$25 per stored GB per month
- Governed by the Logikcull Terms of Service: <https://logikcull.com/terms-of-service>

Customer:

Sign: 
Name: Catherine A. Erickson
Title: CFO
Date: 07/29/21

Logik Systems, Inc.:

Sign:  /s/ Andrew Wilson
Name: Andrew Wilson
Title: Chief Executive Officer
Date: 07/29/2021

01-E-012-110-000-305-000
 ok to pay / Imbalent
 Direct pay
 7/29/21



\$20,004.00
 Annual fee

Terms of Service
Effective November 27th, 2019

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. CUSTOMER AGREES TO THESE TERMS AND CONDITIONS BY (A) CLICKING TO ACCEPT OR AGREE WHERE SUCH OPTION IS MADE AVAILABLE TO CUSTOMER, OR (B) ACTUALLY USING OR ACCESSING THE SERVICE AND SITE (THE "EFFECTIVE DATE").

These Terms of Service constitute an agreement (the "Agreement") by and between Logik Systems, Inc. ("Logik") and the corporation, LLC, partnership, sole proprietorship, other business entity, or individual ("Customer") agreeing to this Agreement. This Agreement is effective as of the Effective Date. Customer's use of and Logik's provision of the Service (as defined below in Section 1) are governed by this Agreement.

1. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement:

a. "Aggregated Statistics" means data, metadata, and information related to Customer's use of the Service, excluding Hosted Data, that is used by Logik in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Service.

b. "Documentation" means Logik's standard information related to use of the System, which can be found at <https://support.logikcull.com/>

c. "Feedback" means any suggestion or idea for improving or otherwise modifying any of Logik's products or services.

d. "Hosted Data" means all information, data and materials uploaded, created, modified, stored in the Service by Customer or Customer's Users, including, without limitation, all uploaded & created data post de-duplication and de-nesting, including the extracted native files, the extracted or OCR'd text files, the rendered PDF files, and zipped downloads. By way of example, a 1GB (gigabyte) PST uploaded may extract to 2GB of extracted and created data, but 50% of the data may be duplicate. In this example, the total data size consumed is 1GB, not 2GB, because of the duplicate data detected.

e. "Privacy Policy" means Logik's Privacy Policy found at <https://www.logikcull.com/privacy-policy>.

f. "Service" means the hosted eDiscovery and document management solution for online storage, sharing and processing of files, documents, materials, images, videos, or other content, including all updates, modifications, and enhancements thereto, as made generally available by Logik.

g. "Site" means Logik's web site located at <https://app.logikcull.com>.

h. "Users" means any individual who uses the Service on Customer's behalf or through Customer's account or passwords, whether authorized or not.

2. ACCESS AND USE OF THE SERVICE.

a. Provision of Access. Subject to and conditioned on Customer's payment of fees and compliance with all the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Service during the Term, solely for use by Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Logik shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Service. A Users access to and use of the Service signifies their acceptance of Logik's service terms and obligations as detailed in this Agreement. Customer will ensure its Users comply with the terms of this Agreement. Customer will be liable for all acts and omissions of its Users, including but not limited to any fees or expenses incurred through a Users' use and access to the Service.

b. Documentation. Customer may access, reproduce, and use the Documentation solely as necessary to support Users' use of the Service.

c. Customization. Customer may request features or functionality not already offered through the Service. If Logik determines that such requests are feasible, Logik may choose to provide those features or functionalities to Customer for an additional fee. The terms and conditions of such fees and customization will be detailed via a separate written statement of work ("SOW") to be executed by the parties for such professional services by Logik.

d. System Requirements. A stable internet connection and modern browser such as Firefox or Google Chrome is required to access and use the Service. The Service may work in a limited manner on other web browsers, but the Service is designed for use on modern browsers. For a list of currently supported browsers go to support.logikcull.com.

e. Updates; Modifications. Logik reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Service at any time.

f. Trial Period. This Agreement also applies to any trial period that Customer may be using, which begins when Customer first accesses the Service. During any such trial period certain usage restrictions may apply. If Customer upgrades to a paid subscription plan and desires to keep the Hosted Data uploaded during the trial period, the trial period Hosted Data retained will become billable at the then-current rates pursuant to Section 11 of this Agreement. Termination will occur immediately upon expiration of the trial period if Customer does not upgrade to a paid plan. **ANY NATIVE DATA ENTERED OR UPLOADED INTO THE SERVICE, AND ANY CUSTOMIZATIONS MADE TO THE SERVICE DURING THE TRIAL, WILL BE PERMANENTLY DELETED AND UNAVAILABLE UNLESS CUSTOMER UPGRADES TO A PAID SERVICE PRIOR TO THE CLOSE OF THE TRIAL PERIOD. CUSTOMER UNDERSTANDS AND**

ACKNOWLEDGES THAT IT WILL NOT BE ENTITLED TO RECEIVE ANY ADDITIONAL FREE TRIALS ONCE THE INITIAL TRIAL PERIOD HAS EXPIRED.

g. Suspension of the Service. Without limiting Logik's termination rights herein, Logik reserves the right, at any time, with or without notice in Logik's sole and absolute discretion, to temporarily suspend or otherwise deny access to or use of the Service, without incurring obligation or liability, for: (a) scheduled or unscheduled maintenance; (b) maintaining the security or integrity of Logik's network, hardware, or associated systems or those of Logik third party providers; (c) unusual spikes in activity or usage of the Service; (d) unplanned technical problems or outages; (e) the actual or suspected violation of this Agreement by Customer or any of its Users; (f) any failure by Customer to pay an invoice when due; (g) judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Logik to do so; or (h) the expiration or termination of this Agreement. Logik will use reasonable efforts to notify Customer of any scheduled maintenance. Logik will not be liable for any suspension or disablement of the Service that occurs pursuant to this Section 2.g.

CUSTOMER RESPONSIBILITIES & RESTRICTIONS.

a. General. Customer is responsible and liable for all uses of the Service and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Users, and any act or omission by an User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Users aware of this Agreement's provisions as applicable to such User's use of the Service, and shall cause Users to comply with such provisions.

b. Restrictions. Customer shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Users to: (i) copy, modify, or create derivative works of the Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; (v) use the Service in a manner that comprises the integrity of Service or the confidentiality of other users of the Service; and (vi) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

c. Notification of Unauthorized Use. Customer will immediately notify Logik of any actual or threatened unauthorized use of or access to the Service or Customer's Hosted Data

that comes to Customer or a User's attention. In the event of any such unauthorized use, Customer will take all steps necessary to terminate such unauthorized use or threatened activity and to mitigate its effects. Additionally, Customer will provide Logik with such cooperation and assistance related to any such unauthorized use as Logik may reasonably request. Notification of such unauthorized use or other security concerns should be reported to Logik at security@logikcull.com.

HOSTED DATA.

a. Customer Responsibility. Customer shall retain sole responsibility for: (a) all Hosted Data, including its content and use; (b) all information, instructions and materials provided by Customer or any User in connection with the Service; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services; (d) the security and use of Customer's and its Users' account access credentials; and (e) all access to and use of the Service directly or indirectly by or through the Customer systems or Customer and Users' account access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Logik will have no responsibility or liability for the accuracy of data uploaded to the Service by Customer, including without limitation Hosted Data.

b. Customer Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all account access credentials and protect against any unauthorized access to or use of the Service; and (b) control the content and use of Hosted Data, including the uploading or other provision of Hosted Data for processing by the Service.

c. Data Privacy and Security. This Agreement and use of the Service and Site are subject to the Privacy Policy. The Privacy Policy applies only to the Service and Site, and does not apply to any third-party website or service linked to the Service. Logik shall maintain appropriate administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Hosted Data, including encryption of Hosted Data at rest and in internet transmission (using TLS or similar technologies). Except otherwise set forth in this Agreement, Logik shall not disclose Hosted Data to any third party for any purpose other than to provide the Service, support, or related services to Customer.

d. Processing of Hosted Data. Subject to the terms of this Agreement, Logik shall use commercially reasonable efforts to process Hosted Data in accordance with the normal functions of the Service. Notwithstanding the foregoing, Customer understands and acknowledges that due to file type, file corruption, encryption, or automatic image conversion issues, there may be times when: (a) Hosted Data cannot be extracted and processed; (b) a certain amount of Hosted Data may not be suitable or available for

extraction from text, metadata or other information; or (c) file images may not correctly format when image files are created from native documents for purposes of review or production (collectively, "Exception" or "Exceptions"). Such Exceptions may limit the function of any searching, filtering or other analysis of the Hosted Data within the Service. Additionally, Customer understands that in processing data there are times data is lost or damaged. Customer will be responsible for and shall maintain adequate back-up and archival copies of all Hosted Data. Logik shall bear no liability with respect to any of Hosted Data that is lost or damaged as a result of the processing Hosted Data.

e. Data Processing Addendum. To the extent the Service provided to Customer will include Processing (as defined in the [Data Processing Addendum](#)) of personal data subject to the laws of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, including, without limitation, GDPR (as defined in the Data Processing Addendum), then the parties agree that the additional terms and conditions set forth in the Data Processing Addendum shall be incorporated herein by this reference, and each party agrees to comply with the terms and conditions set forth in the Data Processing Addendum.

f. Ownership of Hosted Data. Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Hosted Data. Customer grants Logik a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Logik, Logik's personnel, and Logik's authorized third parties to provide the Services, including, but not limited to, maintenance of the Services and Customer's account, improving search and tagging functions with Customer's account, and supporting the integrity of the Services and data processing systems. Customer hereby irrevocably grant all such rights and permissions in or relating to Hosted Data as are necessary or useful for Logik.

g. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Logik may monitor Customer's use of the Service and collect and compile Aggregated Statistics. As between Logik and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Logik. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer data input into the Service. Customer agrees that Logik may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

5. INTELLECTUAL PROPERTY; FEEDBACK.

a. Ownership. Logik owns all right, title, and interest in and to the Service and the Site (including without limitation all software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service), Logik's Confidential Information, and the Feedback including all intellectual property rights

contained therein. Except for the express rights granted in Section 2, no other licenses or rights are granted by Logik, by implication, estoppel or otherwise, and all rights not expressly granted herein are reserved. Customer may not modify, publish, transmit, reproduce, create derivative works or improvements from, distribute, display, incorporate into another web site, or in any other way exploit the Service or the Site, in whole or in part, without prior written permission from Logik.

b. Feedback. Customer has not agreed to and does not agree to treat as confidential any Feedback Customer or Users provide to Logik, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Logik's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the User in question. Notwithstanding the provisions of Section 6 below, Feedback will not be considered Confidential Information, provided information Customer transmits with Feedback or related to Feedback may be considered Confidential Information.

c. Trademarks. The Service and Site contains valuable trademarks owned and used by Logik to distinguish Logik services from those of others. The Service and Site may also contain references to other entities' trademarks and service marks, but such references are for identification purposes only and are used with permission of their respective owners. Logik does not claim ownership in, or any affiliation with, any third-party trademarks or service marks appearing in the Service or Site. Customer will not use or display Logik's trademarks without Logik's prior written consent.

6. CONFIDENTIALITY.

a. "Confidential Information" shall include confidential or proprietary technical, business or financial information and materials disclosed by Customer or Logik to the other party, whether orally or in writing, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure. Hosted Data constitutes Customer Confidential Information. Notwithstanding the foregoing, the Service, and any associated pricing, documentation, product roadmaps, business and marketing plans, and any information related to the foregoing constitutes the Confidential Information of Logik, regardless of a lack of confidentiality marking or reasonableness determination.

b. Both Parties agree to hold Confidential Information in confidence and protect such Confidential Information from disclosure to any third party, other than as expressly set forth in this Agreement and to limit access to the other party's Confidential Information to such of its personnel, agents, subcontractors, suppliers and/or consultants, if any, who have a need to access such information in accordance with the terms of this Agreement. Both parties agree that all Confidential Information is proprietary to the disclosing party or such third party, as applicable, and shall remain the sole property of the disclosing party or such third party.

c. Confidential Information shall not include any information that: (i) is or becomes

generally known to the public without breach of any obligation owed to disclosing party; (ii) was known to the receiving party prior to its disclosure by the disclosing party without restriction on use or disclosure; (iii) was independently developed by the receiving party without breach of any obligation owed to disclosing party; or (iv) is rightfully received from a third party without restriction on use or disclosure.

d. **Compelled Disclosures.** Notwithstanding the foregoing, Logik reserves the right to disclose Confidential Information in response to an order of a court or other governmental body of competent authority or as otherwise required by law or regulation to be disclosed ("Compelled Disclosure"), provided that, Logik will use reasonable efforts to provide Customer with prior notice (to the extent legally permitted) in order to afford Customer an opportunity to seek a protective order or otherwise challenge the Compelled Disclosure. Customer is responsible for any expenses incurred in seeking to prevent a Compelled Disclosure. After provision of such prior notice, Logik will not be liable if Logik complies with the disclosure after giving Customer a reasonable amount of time to respond.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

a. **From Customer.** Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself or its Users to or through the Service; (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law; and (d) the information Customer provides in registering for the Service is accurate, complete, and is Customer has the right to use and disclose to Logik.

b. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE AND SITE ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. LOGIK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, ADEQUACY OF INFORMATION AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. LOGIK DOES NOT WARRANT THAT THE SERVICE AND SITE WILL OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE, OR THAT DEFECTS CAN BE CORRECTED. ADDITIONALLY, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND LOGIK EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS THAT CUSTOMER MAY NEED TO USE IN CONJUNCTION WITH THE SERVICE OR SITE. ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS

ARE STRICTLY BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY PROVIDER. MOREOVER, GIVEN THE NUMBER OF VARIABLES INVOLVED LOGIK DOES NOT WARRANT A GUARANTEED SPEED FOR DATA PROCESSING OR LENGTH OF SERVICE. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT LOGIK WILL HAVE NO LIABILITY OF ANY KIND WITH RESPECT TO (A) THE LOSS, ALTERATION, OR DESTRUCTION OF CUSTOMER HOSTED DATA IN CONNECTION WITH THE SERVICE; (B) ANY CLAIMS OR LOSSES OF ANY KIND RELATED TO THE MISUSE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO THE ACTIVITIES OF THIRD PARTIES OR DUE TO CUSTOMER'S FAILURE TO MAINTAIN THE CONFIDENTIALITY AND SECURITY OF THE SERVICE; OR (C) ANY CLAIMS OR LOSSES DUE TO IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICE, INCLUDING BUT NOT LIMITED TO PLANNED OR UNPLANNED DOWNTIME OR ANY UNAVAILABILITY DUE TO A FORCE MAJEURE EVENT.

8. LIMITATION OF LIABILITY.

a. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LOGIK, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS (COLLECTIVELY, "LOGIK PARTIES") SHALL NOT BE LIABLE TO CUSTOMER, CUSTOMER'S USERS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, CLIENTS, OR ANY PARTY CLAIMING THROUGH CUSTOMER (COLLECTIVELY, "CUSTOMER PARTIES") FOR ANY (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUE, GOODWILL, BUSINESS, USE, OR REVENUE, DIMINUTION IN VALUE, OR IMPAIRMENT INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY IN SERVICE); OR (B) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, INCURRED BY CUSTOMER PARTIES UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF LOGIK OR THE LOGIK PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LOGIK AND THE LOGIK PARTIES MAXIMUM COLLECTIVE AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO LOGIK IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, WHETHER ARISING UNDER OR RELATED TO A CLAIM OF BREACH OF CONTRACT, TORT, WARRANTY, NEGLIGENCE OR AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE, EVEN IF LOGIK OR THE LOGIK PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c. ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICE AND SITE MUST BE BROUGHT WITHIN ONE YEAR OF THE DATE IN WHICH THE CLAIM FIRST COULD BE FILED. IF IT IS NOT, THEN THAT CLAIM IS PERMANENTLY BARRED.

9. INDEMNIFICATION.

a. Customer will defend, indemnify and hold Logik, its affiliates and licensors, and Logik's respective employees, officers, directors, and representatives harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to or arising from (a) the Hosted Data, including any processing of the Hosted Data by or on behalf of Logik in accordance with this Agreement; (b) Customer or its Users' use of the Service or Site; (c) any violation by Customer or Customer's Users of this Agreement, or applicable laws; or (d) Customer or its Users infringement or violation of the intellectual property rights or other rights of another. Logik will provide Customer with notice of such claim and Logik reserves the right to assume sole control of the defense.

10. TERM AND TERMINATION.

a. Term. This Agreement will remain in effect until terminated by either Customer or Logik as set out below ("Term").

b. Termination.

i. Logik may terminate Customer's access and use of the Service and this Agreement, effective upon notice to Customer, at any time and for any reason, including but not limited to: (a) if Customer fails to pay an invoice within 30 days of receipt; (b) if Logik reasonably believes that Customer has violated this Agreement or applicable laws; or (c) if Customer becomes the subject of a bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding.

ii. Customer can terminate at any time by contacting Logik at support@logikcull.com, provided that if Customer is under a subscription plan, Customer understands and agrees that the Service will not terminate until the end of the then current Term as detailed in the subscription plan Customer selects. Cancellations will be processed within forty-eight (48) hours from Logik's receipt of the request.

c. Export and Destruction of Hosted Data. During the Term or a trial Term, Customer will have the ability to export or retrieve Hosted Data from the Service at any time. Following Termination, Logik will have no obligation to maintain or provide Hosted Data and shall thereafter, unless otherwise prohibited by applicable law, delete Hosted Data in Logik systems or otherwise in Logik's possession or control within a reasonable period of time after termination.

d. Survival. Sections 3, 4.i., 4.j., 5, 7, 8, 9, 11, and 13 shall survive the termination or

expiration of this Agreement.

11. PAYMENT OF FEES.

a. Pricing. Customer agrees to pay all Fees as agreed between Logik and Customer via the Site or other pricing agreement, incurred in connection with its account. Fees will be invoiced on a monthly or annual basis, as applicable. Customer may cancel this Agreement at any time, subject to the provisions of Section 11.c below. Customer may upgrade its subscription to the Services, if such upgrades are available, at any time to accommodate additional requirements. If you choose to upgrade, your existing Fees arrangement will be terminated and replaced by a new prorated Fees arrangement reflecting the upgrades.

b. Payment Terms. Customer will have the option of paying by credit card, electronic debit, or being invoiced. All payments are due within seven (7) days of the billing date. If payment is not received in thirty (30) days of the billing date Logik reserves the right to suspend the Service until Logik receives and processes all payments. If payment is not received at the end of sixty (60) days from the billing date, Logik reserves the right to terminate this Agreement and delete all Hosted Data. Alternatively, at Logik's sole discretion, in the event that payment is late, Logik reserves the right to charge interest at the rate of twelve percent (12%) per annum or the highest legal rate, whichever is lower, calculated from the payment due date until the date that full payment is received. Logik reserves the right to modify the Fees at any time upon notice via the email address provided by Customer.

c. No Refunds. All Fees associated with the Service are non-refundable. Customer understands and acknowledges that no credits, refunds or prorated discounts will be issued for unused amounts — even if prepaid via a subscription plan.

12. AVAILABILITY OF SERVICE; MAINTENANCE.

a. Interruptions of data processing and access may occur due to planned or emergency maintenance and repair by Logik, or due to a Force Majeure Event (as defined in Section 13.c). Under no circumstances will Logik be held liable for any financial or other damages due to such interruptions. For the purposes of this Section, maintenance shall include, but is not limited to, one quarterly (forty-eight hour) planned maintenance window if needed, brief planned maintenance windows (scheduled in advance, as needed), and emergency maintenance windows (critical, unforeseen maintenance needed for the security or performance of the platform). Logik will make reasonable effort to limit quarterly planned maintenance windows to the timeframes outlined below. Customer will be notified in advance if Logik plans to exercise a quarterly planned maintenance window, or if Logik intends to deviate from the timeframes outlined below:

Dates: The second weekend in February, May, August, and November
Start time: Saturday 12:00 AM EST
Stop time: Monday 12:00 AM EST

13. GENERAL.

a. **Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to its principles regarding conflicts of law. Each Party hereby irrevocably submits to, and waives any objection to, the exclusive personal jurisdiction and venue of the courts located within the city and county of San Francisco, California.

b. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Customer and Logik agree first to try in good faith to settle the dispute by mediation to be held in the city and county of San Francisco and administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration, litigation, or some other dispute resolution procedure. The foregoing process shall not apply to Logik's collection of unpaid amounts or to any action by Customer or Logik to seek injunctive or other equitable relief.

c. **Force Majeure.** Logik will not be liable for any delay or failure to perform under this Agreement due to circumstances beyond Logik's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, regional shortage of adequate power or telecommunications or transportation, internet or other service disruptions involving hardware, software or power systems not within Logik's possession or reasonable control, and denial of service attacks ("Force Majeure Event").

d. **Entire Agreement.** This Agreement constitutes the entire agreement between Customer and Logik and supersedes all proposals, oral or written, all negotiations, conversations, discussions, or agreements between Customer and Logik relating to the subject matter of this Agreement and all past dealing or industry custom. Notwithstanding the foregoing, in the event that Customer has executed a separate Master Services Agreement or License Agreement with Logik apart from this Agreement, then such Master Services Agreement or License Agreement with Logik shall govern over the terms of use of the Service. In the event of any conflict between this Agreement and any of Logik's policies posted online, including without limitation the Privacy Policy and Data Processing Addendum, if applicable, the terms of this Agreement will govern.

e. **Notices; Electronic Communications.** Logik may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Any notices to be provided to Logik or questions with respect to the terms of this Agreement shall be sent to legal@logikcull.com, and such notices will be deemed received 72 hours after they are sent.

f. **Assignment.** Customer may not assign this Agreement in whole or in part, by

operation of law or otherwise, and any attempt to do so will be null and void. This Agreement shall be binding upon and shall inure to the benefit of Customer and Logik's successors and assigns. Logik may assign its rights, without such consent of Customer and upon 15 days prior written notice to the other party, to (a) one or more of its subsidiaries, or (b) an entity that acquires all or substantially all of the business or assets of such party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

g. Waiver. Failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

h. Independent Contractors. The parties are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

i. Third-Party Software. Any use of or access to third-party software shall be subject to the license terms and conditions of such third-party software.

j. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the same shall not affect the validity or enforceability of any other provisions of the Agreement.

k. Amendment. Vendor may amend this Agreement from time to time by posting an amended version at its Website or sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 15 days after such notice (the "Amendment Date") unless Customer first gives Vendor written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next Term following the Amendment Date. Customer's continued use of the Service following the effective date of an amendment will confirm Customer's consent thereto. Logik may revise the Privacy Policy or Terms of Use at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.

PREVIOUS VERSIONS

- [August 9th, 2018](#)
- [May 25th 2018 to August 8th 2018](#)
- [July 7th 2017 to May 24th 2018](#)

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of August, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and ARC Northland, 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 August 2, 2021 and shall remain in effect until August 27, 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. The Contractor will provide Direct Support Professional (DSP) services for [REDACTED] a student enrolled in the Lowell Elementary KEY Zone summer school age care program, as instructed and trained under the direction of the KEY Zone staff. The KEY Zone Program is a collaboration between Duluth Public Schools ISD#709 the Duluth Area Family YMCA.

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 \$17.80 hourly and \$2136.00 in total (30 hours per week).

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: Jay T. Roesler, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to ARC Northland, 424 West Superior Street #500, Duluth MN 55802.

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

July 19, 2021

Great Lakes Excavating
Attn: Kevin Christiansen
4786 Rice Lake Road
Duluth, MN 55803

Re: Homecroft Elementary School Drainage Correction - Great Lakes Excavating

Dear Mr. Christiansen:

Attached please find a copy of the agreement between ISD 709 and Great Lakes Excavating for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by July 19, 2021:

- **Agreement**

Provide the following by July 21, 2021 (please email to laura.smithtremble@isd709.org):

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

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above item is received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office)
- **Withholding Affidavit for Contractors (IC 134)** - shall be completed, certified by the Minnesota Department of Revenue and returned to the Facilities Management office.

Once all signatures and requirements have been received by ISD 709, a copy of the Agreement will be sent to you via DocuSign. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of July, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Great Lakes Excavating, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until completion of the project, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work to **fix the drainage issue at Homecroft Elementary School field as specified in Invoice #1812-S512 Curb, Invoice #1813-Storm Sewer and Invoice #1814-Storm Sewer. This contract award is for the estimated amount of \$34,562.00.**

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Invoice #1812, Invoice #1813, Invoice #1814
3. Fund Contribution Breakdown - Homecroft Parents and Educators United (HPEU)
4. Contractor's Insurance Policy;
5. Contractor's Affidavit; and
6. Any other documents identified by District.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, the following entities agree to reimburse Contractor for its services and expenses in performing said obligations for the estimated amount of \$34,562.00 as follows: Invoice #1812-S512 Curb \$9,999.00 ISD 709 Facilities Maintenance, Invoice #1813-Storm Sewer ISD 709 Homecroft Elementary School, Invoice #1814-Storm Sewer Homecroft Parents and Educators United (HPEU) \$19,563.00. Homecroft Parents and Educators United (HPEU) will also reimburse the Contractor for any and all amounts

that exceed the current estimated amount of \$34,562.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Great Lakes Excavating, 4786 Rice Lake Rd, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

920EAD0DD333452
 Great Lakes Excavating
 SSN/Tax ID Number 20-246956
 Date 7/20/2021

DocuSigned by:

0B846251A7494B7
 Homecroft Parents and Educators United
 SSN/Tax ID Number 2-3284921umbe
 Date 7/20/2021

DocuSigned by:

1AFAF2483495423
 Program Director
 Date 7/20/2021

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	475	810	000	350	000
01	E	475	050	000	305	000

Check if the contract will be paid using Student Activity Funds

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


 CFO / Superintendent of Schools / Board Chair
 Date 7/20/21



GREAT LAKES
EXCAVATING

4786 RICE LAKE RD DULUTH, MN 55803

Contract

Date	Invoice #
6/24/2021	1812

Bill To
ISD 709 Cathy Erickson 215 N 1st Ave E Duluth, MN 55802

Project Location
Homecroft School

Item/Service	Description	Total
S512 Curb	Saw cut existing black top to allow for new curb Remove and dispose of black top. Prep for new curb. Install 140 lin ft of S512 concrete curb.	9,999.00

Total	\$9,999.00
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Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$9,999.00
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Kevin Christiansen Date

LICENSE NUMBER BC679471
OFFICE 218-724-4225
EMAIL kevin@gleduluth.com
WEBSITE www.greatlakesexcavating.net

Signature Date

Signature Date



Contract

Date	Invoice #
6/24/2021	1813

Bill To
ISD 709 Cathy Erickson 215 N 1st Ave E Duluth, MN 55802

Project Location
Homecroft School

Item/Service	Description	Total
Storm Sewer	Install silt fence in disturbance area. Seed and straw all disturbed areas after work is complete. Repair black top next to new curb.	5,000.00

Total	\$5,000.00
Payments/Credits	\$0.00
Balance Due	\$5,000.00

Kevin Christiansen Date

LICENSE NUMBER BC679471
OFFICE 218-724-4225
EMAIL kevin@gleduluth.com
WEBSITE www.greatlakesexcavating.net

Signature Date

Signature Date



GREAT LAKES EXCAVATING

4786 RICE LAKE RD DULUTH, MN 55803

Contract

Date	Invoice #
6/24/2021	1814

Bill To
ISD 709 Cathy Erickson 215 N 1st Ave E Duluth, MN 55802

Project Location
Homecroft School

Item/Service	Description	Total
Storm Sewer	<p>Install a new 27" concrete structure with grate in the center or low area of the parking lot. Excavate from new catch basin to daylight at the Eastern side of the field. Install a 15" HDPE pipe from the new catch basin to daylight. Bed pipe in 3/4" rock. Install a apron and rip rap at the end of the pipe. Back fill remainder of trench with native material. Dispose of extra material not used for back fill. Grade all disturbed areas in the field with native material.</p>	19,563.00

Total	\$19,563.00
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Payments/Credits	\$0.00
-------------------------	--------

Balance Due	\$19,563.00
--------------------	-------------

Kevin Christiansen

Date

LICENSE NUMBER BC679471
OFFICE 218-724-4225
EMAIL kevin@gleduluth.com
WEBSITE www.greatlakesexcavating.net

Signature

Date

Signature

Date

Homecroft Parents and Educators United
4784 Howard Gnesen Rd.
Duluth, MN 55803
218-349-2748

RE: Homecroft Elementary School Grass Play Field

To Whom It May Concern:

The estimated amount to fix the drainage issue on Homecroft Elementary School's grass play field is \$34,562.00. ISD 709 has agreed to contribute \$9,999.00 towards the project and Homecroft Elementary has agreed to contribute \$5,000 towards the project. Homecroft Parents and Educators United (HPEU) takes full responsibility for any amount that remains after ISD 709 contributes a total of \$14,999.00.

Please feel free to contact me with any questions you may have.

Sincerely,

Melissa Janzen
HPEU President

July 29, 2021

Simone Zunich
Finance Manager
Duluth Public Schools
215 N. First Avenue E.
Duluth, MN 55802-2069

Re: Engagement Letter for GASB 75 & 16 Actuarial Services – Duluth Public Schools

Dear Simone:

Thank you for this opportunity to provide GASB 75 & 16 Other Postemployment Benefit (OPEB) actuarial services to Duluth Public Schools (the District). This letter documents the services we will provide for the District's retiree OPEB plans and our fees for those services.

Scope of the Engagement

The GASB 75 & 16 accounting rules require a "full" actuarial valuation every two years, while a simplified roll-forward report is required in the "off years". Our proposed scope and fees include both the "full" and roll-forward valuation reports.

1. GASB 75 & 16 Actuarial Valuation - retiree health

- For FYE 2022, we will prepare a "full" GASB 75 & 16 actuarial valuation to calculate your OPEB and Severance liability. The report will include all OPEB and Severance results required for your FYE 2022 financial statements, including summaries of participants, plan provisions, and actuarial assumptions and methods.
- For FYE 2023, we will prepare a roll-forward GASB 75 & 16 actuarial valuation to determine your OPEB and Severance liability and financial disclosures. This report will reflect updated assumptions and plan provisions, but does not require us to collect new census data.

We would also be glad to participate in a conference call to review results and ensure you understand what all the numbers mean.

2. Other

We will prepare other actuarial and consulting projects requested by you from time to time such as attending meetings, presentations, and miscellaneous consulting.

Fees and Hourly Billing Rates

Our proposed engagement fees are outlined below.

Services Provided	Fixed Fee
FYE 2022 "full" GASB 75 & 16 actuarial valuation report	\$12,000
FYE 2023 GASB 75 & 16 roll-forward valuation report	\$3,000

Future actuarial valuations will be completed under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer. We will notify you if any out-of-scope fees are to apply, and will be happy to estimate fees for additional projects as requested.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly, then GASB 75 & 16 rules may require a full actuarial valuation in the off year. In this case, we will provide a separate proposed fee.

Out-of-scope projects are within the District's control, and time for them will be billed at our normal hourly rates. For 2021, our hourly rates are \$95 to \$200 for actuarial analysts and \$300 to \$375 for consulting actuaries. Out-of-scope projects include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested,
- follow-up for information not provided within 45 days of our request, and
- accounting updates when the District's financials differ from the figures in our previous reports.

Out-of-pocket expenses will be passed on to you without markup. Travel time, if it occurs, is billed at 50% of our normal rates. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.

You have the right to terminate our services at any time, subject to payment of accrued charges for work we have done through the date we receive notice. We will have the same right of termination (including termination for non-payment of fees and expenses), subject to our obligation to give the District reasonable notice.

We will retain final copies of actuarial work products for seven years after completion of each project. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records.

Minnesota Actuarial Disclosure

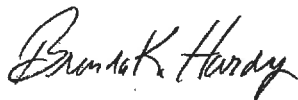
Van Iwaarden Associates is the actuarial advisor to the Minnesota Legislative Commission on Pensions and Retirement (LCPR). In this role, we assist the LCPR in reviewing actuarial valuations, assumptions, and cost estimates for the three statewide retirement systems: TRA, PERA, and MSRS.

Our professional standards require that we disclose any actual or potential conflict of interest to our clients, and that our clients expressly agree to these services. Although the work we prepare for the LCPR does not directly related to your GASB 75 & 16 OPEB reporting, we believe it's prudent to disclose our assignment to all of our Minnesota public sector clients since you probably have members in at least one of the statewide pension plans that we'll be reviewing. Your approval of this engagement letter is an affirmative response that you agree to our OPEB work with the District along with our LCPR assignment.

We trust that this letter satisfactorily outlines our services and fees. If you have any questions, please feel free to contact us. Thank you again for choosing Van Iwaarden Associates to assist you with this project.

Northern Consulting Actuaries, Inc. d/b/a Van Iwaarden Associates

Sincerely,



Brenda K. Hardy, ASA, EA, MAAA
Consulting Actuary

L/D/C/R: 3/sal/bkh

Acknowledgement and Consent

The undersigned authorized representative of Duluth Public Schools (the District) has read this letter from Van Iwaarden Associates, understands its contents, and agrees on behalf of the District to the terms, conditions and fees set forth above. I also expressly agree to Van Iwaarden Associates' ongoing work for us as well as their LCPR assignment.

Date: 7-30, 2021

By Cathryn Elbor

Title CFO

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

This agreement is between Trillium Services Inc, 4629 Airpark Blvd, 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 summer programming including EXCEL and Keyzone.

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.

Contractor

Signed: 

Title: CEO / PRESIDENT TRILUM Services, Inc.

Date: 7/13/21

Duluth Public Schools

Signed:  Signed: 

Title: Asst. Director of Spec Title: CFO

Date: 7/13/21 Date: 7/13/21

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
Trillium Services Inc.

This agreement is between Trillium Services Inc, 4629 Airpark Blvd, 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 *July 12, 2021* and shall not extend beyond *August 27, 2021*, the contract not to exceed *31 days* and *8 hours per day*. The district agrees to reimburse Residential Services Inc. *\$39.72* per hour for a sum not to exceed *\$9,850.56* for the time worked with [REDACTED] while participating in school activities at Lester Park Elementary School.

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

This contract is by and between *Duluth Public Schools, 215 N. 1st Avenue East, Duluth MN 55802* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE, LAKE SUPERIOR COLLEGE).

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

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

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

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

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.lsc.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2021 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.

- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses on October 30, 2021 with payment by DISTRICT due 30 days later.
- 4. TERM OF CONTRACT. This contract shall be effective on *April 1, 2021, or upon the date that the final required signature is obtained by MINNESOTA STATE*, whichever occurs later, and shall remain in effect until *June 30, 2022* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
- 1. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- 2. AUTHORIZED REPRESENTATIVES.

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

Name: Cathy Erickson
Title: CFO/Executive Director of Business Services
Address: 215 N. 1st Avenue East, Duluth MN 55802
Telephone: (218) 336-8704
E-Mail: cathy.erickson@isd709.org

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

Name: Sanna Shields
Title: College in the Schools Coordinator
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: 218-733-6910
E-Mail: sanna.shields@lsc.edu

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

- 3. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- 4. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, *et seq.*, and other applicable law.
- 5. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, *et. seq.* and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

6. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

7. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

8. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

10. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

11. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)
<small>DocuSigned by:</small> <i>Linda Kingston</i>
<small>Title</small> <i>VP Academic and Student Affairs</i>
<small>Date</small> 6/9/2021 8:45:08 PM CDT

2. DISTRICT: Duluth Public Schools, ISD 709
DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
<i>[Signature]</i>
<small>Title</small> <i>CTO</i>
<small>Date</small> <i>6/25/21</i>

By (authorized signature)
<i>[Signature]</i>
<small>Title</small> <i>Director of Secondary TLE</i>
<small>Date</small> <i>6/24/21</i>

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement)
<small>Title</small>
<small>Date</small>

01-E-005-211-000-394-200

Attachment A - 2021-2022 LSC CITS COURSES

Cost: \$24,000 (8 x \$3,000)

The following courses will be covered under this Concurrent Enrollment agreement:

School	Course	Course Title	Credits	HS Instructor	Term (s)
AEO	MATH 1150	Pre-Calculus	5	Jenny Ahern	AY
Denfeld	BIOL 1005**	Introduction to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology	4	Andrew Nissen	AY
Denfeld	MATH 1150	Pre-Calculus	5	Tim White	AY
Denfeld & East	ALTH 1400**	Intro to Allied Health (D&E)	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology (D&E)	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1420	Nursing Assistant/HHA(D&E)	4	Kimberly Olson	Spring
Duluth East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
Duluth East	BIOL 1140**	Human Anatomy & Physiology	4	James Kyes	AY
Duluth East	MATH 1150	Pre-Calculus	5	Peter Graves	AY
Duluth East	MATH 1150	Pre-Calculus	5	Bill Garnett	AY

**Indicates courses that are considered one course for one fee.

Duluth Public Schools

District Name Duluth Public Schools
District # 709
District Contact Joan Lancour
District Contact Email joan.lancour@isd709.org
AEO CITS Contact Paula Williams
AEO CITS Contact Email paula.williams@isd709.org
AEO Principal Adrian Norman
AEO Principal Email Adrian.Norman@isd709.org
East CITS Contact Jamie Savre
East CITS Contact Email jamie.savre@isd709.org
East Principal Danette Seboe
East Principal Email danette.seboe@isd709.org
Denfeld CITS Contact Leah Hamm
Denfeld CITS Contact Email leah.hamm-digatono@isd709.org
Denfeld Principal Tom Tusken
Denfeld Principal Email Thomas.Tusken@isd709.org
Curriculum and Instruction Dir. Jennifer Larva
Curriculum & Inst Director Email Jennifer.Larva@isd709.org
Superintendent John Magas
Superintendent Email superintendent@isd709.org

Location ID 31684133601

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER AGREEMENT NUMBER: MA149**

PARTICIPANT: Independent School District #709

This Participating Addendum (this "PA") is made this 13 day of July, 2021 (the "PA Effective Date"), between Independent School District #709 ("Participant"), and AT&T Corp. ("Contractor" or "AT&T") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Utah, acting through its Department of Administration, Purchasing Division, and the participating members of the NASPO ValuePoint, a division of the National Association of State Procurement Officials ("NASPO"), are parties to that certain wireless communication services and equipment contract #MA149, dated, December 6, 2019 (as now or hereafter amended, restated or otherwise modified, the "Contract" or "Master Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid Purchase Orders submitted to Contractor by Participant, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Master Agreement.

Section 3. Authorized Purchasing Entities. Subject to Exhibit A hereto, Participant hereby designates Participant as the only authorized Purchasing Entity under the Agreement

Section 4. Purchase Orders. Except as set forth herein, Purchase Orders must reference both Master Agreement #MA149 and the PA to be valid. Upon acceptance of any such valid Purchase Order, the corresponding Purchasing Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related Products provided. Notwithstanding the foregoing, any Purchase Order submitted that does not properly reference the Master Agreement number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such Purchase Order was properly authorized and intended for use with the PA. In such instances, the corresponding Purchase Order will be similarly valid and binding. Terms and conditions inserted into a Purchase Order by a Purchasing Entity that are inconsistent with, contrary to, or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement. Any such attempts to add or incorporate such terms and conditions are hereby rejected and such inconsistent, contrary, and/or additional terms are void.

Section 5. Primary Contacts.

Participant:

Name: Cathy Erickson
 Title: Chief Financial Officer
 Address: 215 N 1st Ave E Room 215
 Duluth, MN 55802
 Telephone: (218) 336-8704
 Fax Number: (218) 336-8773
 E-Mail: catherine.erickson@isd709.org

Lead State:

Name: Christopher Jennings
 Title: Assistant Director
 Address: 3140 State Office Bldg.
 Salt Lake City, UT 84114
 Telephone: 801-538-3157
 Fax Number: 801-538-3882
 E-Mail: ctjennings@utah.gov

Contractor Account Team:

Name: Brandon McLaughlin
 Title: Client Solutions Executive
 Executive
 Address: 7900 Xerxes Ave S
 Bloomington, MN 55431
 Telephone: (612) 300-7992
 Fax Number: n/a
 E-Mail: jm472a@att.com

Contractor Main:

Name: Bethani Cross
 Title: Client Solutions
 Address: 311 S Akard St.
 Dallas, TX 75202
 Telephone: 214-679-9053
 Fax Number: N/A
 E-Mail: bethani.cross@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Master Agreement.

Section 7. Miscellaneous.

7.1 Employee Benefit Program. Participant will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

7.2 Student Program. The Parties acknowledge and agree that Students may receive wireless service in connection with the Agreement in accordance with the terms and conditions set forth in Exhibit "A" hereto and incorporated herein by reference.

Section 8. Notice of Administrative Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

8.1 Contract Fees Under the Master Agreement, Contractor is being charged an Administrative Fee of: (i) 0.25% of all CRUs' Total Wireless Spend; and (ii) 0.10% of all IRUs' Total Wireless Spend of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Student eLearning Offer. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions set forth in this §9, AT&T will provide Purchasing Entities and their eligible CRUs the Student eLearning Offer described herein (the "Student eLearning Offer"). The Student eLearning Offer is comprised of the AT&T Special DataConnect for Education Plan (the "Education Plan"), a choice of two content filtering products, and a Moxee mobile hotspot device (a "Moxee"), all as more fully described below. In accordance with the Agreement, the Student eLearning Offer is

subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. The Student eLearning Offer is available for a limited time and is subject to equipment availability. The Student eLearning Offer is NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T's customers including, without limitation, prior iterations of the offer. The Student eLearning Offer is not available to IRUs. To the extent of any material conflict between the terms and conditions of this §9 and the applicable Sales Information, this §9 will control. Notwithstanding the foregoing, the Student eLearning Offer is only available if Participant's account is active and in good standing with respect to the applicable CRU.

9.1 12-Month Equipment Installment Plan Version ("12-Month Version"). If Purchasing Entity selects the 12-Month Version, then Purchasing Entity: (a) will purchase the Moxee mobile hotspot device (the "Moxee") under a twelve-month Equipment Installment Plan (see §10 below); (b) will purchase the AT&T Special DataConnect for Education Plan (the "Education Plan"); and (c) must select and purchase either the Enterprise Traffic Protector or AccessMyLan content filtering product. The 12-Month Version prices listed in Table 9.1 are achieved through various bill credits.

**Table 9.1
Student eLearning Offer Purchasing Moxee on the 12-Month Version**

PLAN	
AT&T Special DataConnect for Education Plan	\$11.00 Monthly Service Charge
CONTENT FILTERING PRODUCT [CHOICE OF ONE]	
Enterprise Traffic Protector	\$1.00/month
AccessMyLan™	\$6.00/month
MOBILE HOTSPOT DEVICE	
Moxee	No Cost*

*Purchasing Entity is still responsible for all taxes and fees associated with the full price of the Moxee.

9.2 24-Month Equipment Installment Plan Version ("24-Month Version"). If Purchasing Entity selects the 24-Month Version, then Purchasing Entity: (a) will purchase the Moxee mobile hotspot device (the "Moxee") under a twenty-four-month EIP; (b) will purchase the Education Plan; and (c) must select and purchase either the Enterprise Traffic Protector or AccessMyLan content filtering product. The 24-Month Version prices listed in Table 9.2 are achieved through various bill credits.

**Table 9.2
Student eLearning Offer Purchasing Moxee on the 24-Month Version**

PLAN	
AT&T Special DataConnect for Education Plan	\$11.00 Monthly Service Charge
CONTENT FILTERING PRODUCT [CHOICE OF ONE]	

Enterprise Traffic Protector	\$1.00/month
AccessMyLan™	\$6.00/month
MOBILE HOTSPOT DEVICE	
Moxee	No Cost*
ADDITIONAL BILL CREDIT	
	(-\$1.00)

*Purchasing Entity is still responsible for all taxes and fees associated with the full price of the Moxee.

9.3 Students Provide Device Version (“BYOD Version”). If Purchasing Entity selects the BYOD Version, then Purchasing Entity: (a) must activate or migrate at least one hundred (100) eligible lines on the Education Plan; (b) will purchase the Education Plan for a \$12.00 MSC; and (c) must select and purchase either the Enterprise Traffic Protector or AccessMyLan content filtering product. The BYOD Version prices listed in Table 9.3 are achieved through various bill credits. The Student eLearning Offer will not apply until Purchasing Entity achieves the 100-line minimum described in this §9.3.

**Table 9.3
Student eLearning Offer on the BYOD Version**

PLAN	
AT&T Special DataConnect for Education Plan	\$11.00 Monthly Service Charge
CONTENT FILTERING PRODUCT [CHOICE OF ONE]	
Enterprise Traffic Protector	\$1.00/month
AccessMyLan™	\$6.00/month
ADDITIONAL BILL CREDIT	
	(-\$1.00)

9.4 Promotional No-Charge Teacher Lines. AT&T will provide each eligible Purchasing Entity one line of the Student eLearning Offer for every twenty-four (24) K-12 Students or College Students, as applicable, that are activated on or migrated to the Student eLearning Offer. Under this promotion, such teachers will receive the version of the Student eLearning Offer set forth in Table 9.3.

Section 10. Equipment Installment Program.

10.1 EIP. AT&T offers installment payment options for certain Equipment that require its customers to execute a corresponding installment payment agreement. In the event Participant or any Purchasing Entity opts to use one of these installment payment options then: (a) Participant or the applicable Purchasing Entity will be required to execute such an installment payment agreement; and (b) Participant or the applicable Purchasing Entity represents, acknowledges and agrees that its participation in the installment payment option: (i) does not violate any applicable procurement rules in effect as of the PA Effective Date;

and/or (ii) will not disqualify AT&T from any future procurements with Participant or the applicable Purchasing Entity; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

10.2 IRUs. IRUs under the Agreement may opt to use an available installment payment option (if any). Their use of that program will be governed by the applicable installment payment agreement and is not affected by §10.1.

Section 11. Order of Precedence. Notwithstanding the Order of Precedence set forth in the Master Agreement, the Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

Section 12. Entire Agreement. The Master Agreement and this Participating Addendum set forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

AT&T CORP.

Independent School District #709

By: _____
_____, duly authorized

By: Catherine Erickson
_____, duly authorized

Name: _____

Name: Catherine A. Erickson

Title: _____

Title: CFO

Date: _____

Date: 7/16/21

01 E 012 108 311 305 000

EXHIBIT A

STUDENT PROGRAM

1. Student Participation in Program. Pursuant to the terms and conditions of the Agreement, and subject to the terms and conditions of this Exhibit A, Contractor authorizes K-12 Students and College Students to participate in the Agreement as CRUs. At times, both K-12 Students and College Students may be referred to herein as "Students". Students may not receive the Student eLearning Offer as IRUs.

1.1 K-12 Student. The term "K-12 Student" means an individual currently enrolled as a full-time kindergarten through twelfth grade student in Purchasing Entity's state at: (a) a government-funded kindergarten through twelfth grade public school; or (b) an accredited privately funded school or charter school.

1.2 College Student. The term "College Student" means an individual currently enrolled as a student in Purchasing Entity's state at an accredited two or four-year university, college or community college.

2. Internet Safety Policy. Each Purchasing Entity hereunder represents and warrants that it has, and will maintain during the term of the Agreement, an Internet Safety Policy that addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors.

3. Consents and Notices.

3.1 Parental Consents. Each Purchasing Entity hereunder is responsible for obtaining from each Student's legal guardian any and all consents necessary for access to and use of the Equipment and Service by the Student.

3.2 Additional Notices.

3.2.1 Notices Regarding Service and Equipment. Each Purchasing Entity hereunder will advise the legal guardian of each Student that the legal guardian must read all Sales Information concerning Service and use of the Equipment, including, without limitation, the Welcome Guide, Plan and feature brochures, coverage maps, Contractor's Privacy and Acceptable Use policies, and other materials related to Equipment and accessories. Purchasing Entity will also provide to the legal guardian of each such Student, and advise the legal guardian to read, any additional materials and consumer information reasonably requested by Contractor from time to time to be so provided.

3.2.2 Notices Regarding Location-Based Services. Each Purchasing Entity hereunder will advise the legal guardian of each of its Students that (a) the Equipment used by such Student may be location-enabled, and (b) the legal guardian must read the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Applications offered by Contractor or third parties may allow Equipment used by Students to be tracked. In the event a Purchasing Entity or one of its K-12 Students downloads any such tracking application to Equipment used by a Student, that Purchasing Entity will provide clear and conspicuous notice to the legal guardian of such Student. Purchasing Entities will also ensure that their Students are not able to download such tracking applications themselves.

4. E-Rate Funding. If a Purchasing Entity intends to seek E-Rate funding for the Service made the basis of the Agreement, such Purchasing Entity is solely responsible for determining the proportion of the Service that is eligible for E-Rate discounts. To the extent Purchasing Entity relies upon Contractor to invoice USAC for the discounted portion of the Service, Purchasing Entity is responsible for providing the correct cost allocation information to Contractor for purposes of properly invoicing the Service.

Spectrum Enterprise

Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the “Service” and collectively the “Services”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals (“SLA Targets”) are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the “Affected Service”).

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise’s network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider (the “Gateway Point”).

I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs			
Performance Tier	Metro ¹	Regional ¹	National ^{1,2}
Miles ³	0 - 155	>155 - 746	> 746
Kilometers ³	0 - 250	>250 - 1200	> 1200
Latency	≤ 10ms	≤ 25ms	≤ 60ms
Jitter	≤ 2ms	≤ 4ms	≤ 8ms
Frame Loss	≤ 0.01%	≤ 0.01%	≤ 0.01%
Availability	≥ 99.99%	≥ 99.99%	≥ 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.

¹ “Metro”, “Regional”, and “National” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Enterprise Network.

² “National” also includes all circuits provided by third party service providers, regardless of distance.

³ Miles and Kilometers are measured by fiber router miles.

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	≥ 99.99%

II. Priority Classification:

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

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

III. Service Availability:

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

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

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

IV. Mean Time to Restore (MTTR):

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

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$$

V. Latency / Frame Delay:

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

$$\frac{\text{Sum of the roundtrip delay measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VI. Packet Loss / Frame Loss Ratio:

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

Packet Loss / Frame Loss Ratio is calculated as follows:

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

VII. Jitter / Frame Delay Variation:

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

$$\frac{\text{Sum of the Frame Delay Variation measurements for a Service}}{\text{Total \# of measurements for a Service}}$$

VIII. Network Maintenance:

Maintenance Notice:

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

Maintenance Windows:

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

IX. Remedies Service Credit:

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

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

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

X. Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.



Ethernet Intrastate-Only Traffic Certification

Customer Name (Legal Entity): ISD 709 DULUTH PS - INVOLTA FIBER

Billing Address: _____
215 N 1ST AVE E
DULUTH MN 55805-19

Charter Communications Operating, LLC and its subsidiaries providing the Services ("Spectrum"), presumes that more than 10% of the traffic carried on the WAN/Ethernet services that we provide to you over any circuit will be interstate in nature, and that therefore by Federal Communications Commission regulation each such circuit must be treated as jurisdictionally interstate in its entirety. If you expect that 10% or less of the traffic to be carried over any circuit will be interstate in nature, please complete the certification form below to identify the relevant circuit(s) and specify the expected jurisdictional allocation of your traffic associated with such circuit(s). Please note that all Internet-related traffic is presumptively interstate. Also, please note that you must provide this certification annually and whenever there is a material change in the actual or expected jurisdictional nature of your traffic. In the event that you fail to provide this certification in accordance with procedures specified by Spectrum, Spectrum reserves the right to again presume that more than 10% of the traffic carried over each circuit is interstate in nature and calculate the fees applicable to that usage accordingly.

CERTIFICATION

I certify that the traffic carried by Spectrum in its provision of WAN/Ethernet services on the circuits listed on the attached Service Order is jurisdictionally intrastate and will contain no more than 10% interstate traffic.

DocuSigned by:
Cathy Erickson 7/23/2021
C441FF187FF2416...
(Authorized Customer Signature) (Date Signed)

Cathy Erickson CFO
(Printed Name) (Title)

01-ET012-108-000-320-000

Authorized Customer Contact Information:

Phone: **(218) 336-8716** Email: **simone.zunich@isd709.org**



SERVICE ORDER

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

Spectrum Enterprise Contact Information

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

Customer Name ISD 709 DULUTH PS - INVOLTA FIBER	Order # 12661173	
Address 215 N 1ST AVE E DULUTH MN 55805-1966		
Telephone (218) 336-8700	Email: Simone.zunich@isd709.org	
Contact Name Simone Zunich	Telephone (218) 336-8700	Email: Simone.zunich@isd709.org
Billing Address 215 N 1ST AVE E DULUTH MN 55805-1966		
Billing Contact Name Bart Smith	Telephone (218) 336-8700	Email: Bart.smith@isd709.org

NEW AND REVISED SERVICES AT 421 N 6TH AVE E , DULUTH MN 55805

Service Description	Contract Term	Quantity	Sales Price	Monthly Recurring Charges
1 GBPS OPTICAL ETHR INTRA	60 Months	1	\$ 355.00	\$ 355.00
Ethernet-Service Upgrade within the term	60 Months	1	\$ 0.00	\$ 0.00
<u>TOTAL*</u>				\$355.00

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

Service Description	Contract Term	Quantity	Sales Price	Monthly Recurring Charges
1 GBPS OPTICAL ETHR INTRA	60 Months	1	\$ 355.00	\$ 355.00
Ethernet-Service Upgrade within the term	60 Months	1	\$ 0.00	\$ 0.00
<u>TOTAL*</u>				\$355.00

ONE TIME FEES AT 421 N 6TH AVE E , DULUTH MN 55805

Service Description	Quantity	Sales Price	Install One Time Charge
Ethernet - Installation (Per UNI)	1		\$ 0.00
<u>TOTAL*</u>			\$0.00

ONE TIME FEES AT 4316 Rice Lake Rd , Duluth MN 55811

Service Description	Quantity	Sales Price	Install One Time Charge
Ethernet - Installation (Per UNI)	1		\$ 0.00
<u>TOTAL*</u>			\$0.00



1. **TOTAL FEES.** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Prices for Services do not include taxes, surcharges, or other fees.
3. **NO UNTRUE STATEMENTS.** Customer represents and warrants to Spectrum that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Spectrum contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
4. **SPECIAL TERMS.**

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

E-RATE FUNDING CONTINGENCY.

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

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

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

The Parties have caused their duly authorized representatives to execute this Service Order.

CUSTOMER	Charter Communications Operating, LLC
	By: Charter Communications, Inc., its Manager
DocuSigned by: <i>Cathy Erickson</i> C441FF167FF2415...	DocuSigned by: <i>John Trodden (Vp)</i> 904E0D58548E45C...
Signature: _____ Cathy Erickson	Signature: _____ John Trodden (vp)
Printed Name: _____ CFO	Printed Name: _____ Director
Title: _____ 7/23/2021	Title: _____ 7/23/2021
Date: _____	Date: _____

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