

# Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2022. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

## Signatures:

Member ISD 700 and 704

School Districts Representative:

By: Kristal Berg  
Name: Kristal Berg  
Title: Director of Community Education  
Date: 10/27/22

Member ISD 709

School District Representative:

By: Simone Zurich  
Name: Simone Zurich  
Title: Exec. Dir. Of Finance and Business Services  
Date: 10/26/22

Adult Basic Education Representative:

By: Angie Frank  
Name: Angie Frank  
Title: Duluth Adult Education Manager  
Date: 10/24/22



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## *Duluth Adult Education Consortium Agreement*

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The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

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Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2023. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.


### Signatures:

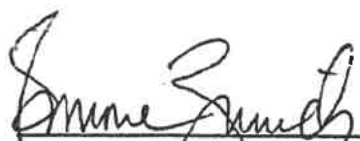
Member ISD 700 and 704

Member ISD 709


School Districts Representative:

School District Representative:

By:   
Name: Kristal Berg  
Title: Director of Community Education  
Date: 10/27/22

 \_\_\_\_\_  
Simone Zurich, Exec. Dir. Of \_\_\_\_\_  
Finance and Business Services \_\_\_\_\_  
Date: 10/26/22

Adult Basic Education Representative:

By:  \_\_\_\_\_  
Name: Angie Frank \_\_\_\_\_  
Title: Duluth Adult Education Manager \_\_\_\_\_  
Date: 10/24/22



## AGREEMENT

**THIS AGREEMENT** made and entered into this 12th day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Carrie Thuringer**, a private homeowner, hereinafter called Homeowner.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby ISD 709 Construction Classes will provide programs or services for the Homeowner at the times and locations set forth in this Agreement.

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

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide construction services for the Homeowner at **2033 Springvale Road** as defined in the attached proposal, **22-23 Springvale Project** dated October 12, 2022 for **no cost**.

This Contract consists of the following:

1. Printed Memorandum of Agreement;
2. Homeowners work requested (ie. framing of garage, construction of deck, etc.)
3. Homeowner's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment form;
5. Any other documents identified by the District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of the Construction Class of its obligations pursuant to this Agreement, Homeowner hereby agrees to reimburse the Construction Program for its services and expenses in performing said obligations for a lump sum of **\$0**. District 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 to the District within 30 days of receipt of all required backup documentation and submission of a proper invoice by the Construction Program Instructor;
- 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 Homeowner has reimbursed District for any expense claimed by District shall not preclude Homeowner from questioning the propriety of any such item. Homeowner 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 District. This clause shall not be construed to bar any other legal remedies Homeowner may have to recover funds expended by District for disallowed costs.

7. **Ownership of Materials.** The Homeowner 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 District has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the Homeowner and District 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, Homeowner shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of District'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.** Homeowner 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 Homeowner 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 District to Homeowner shall be deemed to have been given by depositing the same in writing in the United States Mail: (homeowner name and address).

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

11. **Assignment.** District 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 Homeowner.

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 Homeowner 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.** Homeowner 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.** District shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Homeowners shall maintain such insurance in force and effect throughout the term of the contract. Homeowners are required to maintain and furnish satisfactory evidence of the General Liability insurance policies, and list the District as additional insured and as a certificate holder.

**Workers' Compensation Insurance:** N/A

**Commercial General Liability:** N/A

**Professional Liability:** N/A

19. **Bonding.** N/A

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

ISD 709 Employee

Position

Simone Erickson

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 Construction Class or others on behalf of ISD 709 is to be planned by the Homeowner, the Homeowner 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 Construction Class 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 Homeowner 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 Homeowner 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.

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.

Carrie Thuringer - Crowell [Redacted] 10/17/22  
Carrie Thuringer SSN/Tax ID Number Date

Danette Seba 10/12/22  
ISD 709 Career and Technical Education Coordinator Date

Dee Johnson 10/18/22  
Program Director - Facilities Management Date

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

Check if the contract is a no-cost contract.

Tommy Zwick 10/18/22  
CFO / Superintendent of Schools / Board Chair Date

# 22-23 SPRINGVALE GARAGE PROPOSAL

DATE: **October 3, 2022**

CLIENT NAME: **Carrie Thuringer** - (218) 290-4455

PROJECT ADDRESS: **2033 Springvale Road**

## PROPOSAL OF WORK

This document serves as the mutual agreement between **Carrie Thuringer** and ISD 709 Construction Technology Program for activities covered in the project. The project will begin once this scope has been signed and the Short Form Agreement is approved and signed.

Project Deliverables	Anticipated Timeframe	Payment from Homeowner to Program
<b>Service Performed</b> Framing of garage on pre-poured slab. All materials will be purchased and delivered to site by homeowner.	<b>~14</b> weeks from approximately <b>11-7-22 to 2-17-23</b>	<b>N/A</b> Homeowner provides materials, no fee for services

## Comments

Estimates are based on **~14** weeks of work, through (approximate end date): **2-17-2023**

*\*No estimates needed as no fees for services are being charged.*

ISD 709 Construction Program retains the right to feature the project work in our publications and portfolio.


## Payment Terms

Check if there is no payment required for services completed for this project.

[00%] of payment will be invoiced at the start of the engagement, and the remaining [00%] will be invoiced on [date for expected conclusion of project]. *\*N/A as no payment required.*

## Signatures

  
Homeowner Date: **10-17-22**

  
Construction Program Instructor Date: **10-13-2022**



## AGREEMENT

**THIS AGREEMENT** made and entered into this 3rd day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Eric Erkilli**, a private homeowner, hereinafter called Homeowner.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby ISD 709 Construction Classes will provide programs or services for the Homeowner at the times and locations set forth in this Agreement.

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

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Provide construction services for the Homeowner at 2909 Parkwood Lane as defined in the attached proposal, 22-23 Parkwood Project dated October 3, 2022 for no cost.

This Contract consists of the following:

1. Printed Memorandum of Agreement;
2. Homeowners work requested (ie. framing of garage, construction of deck, etc.)
3. Homeowner's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment form;
5. Any other documents identified by the District.

### 3. **Background Check. N/A (applies to contractors working independent with students)**

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

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

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

4. **Reimbursement.** In consideration of the performance of the Construction Class of its obligations pursuant to this Agreement, Homeowner hereby agrees to reimburse the Construction Program for its services and expenses in performing said obligations for a lump sum of **\$0**. District 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 to the District within 30 days of receipt of all required backup documentation and submission of a proper invoice by the Construction Program Instructor;
- 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 Homeowner has reimbursed District for any expense claimed by District shall not preclude Homeowner from questioning the propriety of any such item. Homeowner 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 District. This clause shall not be construed to bar any other legal remedies Homeowner may have to recover funds expended by District for disallowed costs.

7. **Ownership of Materials.** The Homeowner 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 District has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the Homeowner and District 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, Homeowner shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of District'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.** Homeowner 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 Homeowner 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 District to Homeowner shall be deemed to have been given by depositing the same in writing in the United States Mail: (homeowner name and address).

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

11. **Assignment.** District 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 Homeowner.

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 Homeowner 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.** Homeowner 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.** District shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Homeowners shall maintain such insurance in force and effect throughout the term of the contract. Homeowners are required to maintain and furnish satisfactory evidence of the General Liability insurance policies, and list the District as additional insured and as a certificate holder.

**Workers' Compensation Insurance:** N/A

**Commercial General Liability:** N/A

**Professional Liability:** N/A

19. **Bonding.** N/A

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

ISD 709 Employee  
Simone Zurich, Exec. Dir. Of  
Finance and Business Services

Position  
Executive Director of Business Services

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

ISD 709 Employee

David Spooner

Position

Manager of Facilities

21. **Protection of District.** To the extent that work by the Construction Class or others on behalf of ISD 709 is to be planned by the Homeowner, the Homeowner 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 Construction Class 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 Homeowner 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 Homeowner 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.

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.

		<u>10/6/2022</u>
Eric Erkkila	SSN/Tax ID Number	Date
		<u>10/3/22</u>
ISD 709 Career and Technical Education Coordinator		Date
		<u>10/11/22</u>
Program Director - Facilities Management		Date

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

Check if the contract is a no-cost contract.

	<u>10/11/22</u>
CFO / Superintendent of Schools / Board Chair	Date

# 22-23 PARKWOOD GARAGE PROPOSAL

DATE: October 3, 2022

CLIENT NAME: Eric Erkkila

PROJECT ADDRESS: 2909 Parkwood Lane

## PROPOSAL OF WORK

This document serves as the mutual agreement between (client name) and ISD 709 Construction Technology Program for activities covered in the project. The project will begin once this scope has been signed and the Short Form Agreement is approved and signed.

Project Deliverables	Anticipated Timeframe	Payment from Homeowner to Program
<b>Service Performed</b> Framing of garage on pre-poured slab. All materials will be purchased and delivered to site by homeowner.	≈ 6 weeks from approximately 09/29/22 to 11/9/22 Approximately	N/A Homeowner provides materials, no fee for services

## Comments

Estimates are based on [00 weeks] of work, through [date of end of project]. \*No estimates needed as no fees for services are being charged.

ISD 709 Construction Program retains the right to feature the project work in our publications and portfolio.

## Payment Terms

Check if there is no payment required for services completed for this project.

[00%] of payment will be invoiced at the start of the engagement, and the remaining [00%] will be invoiced on [date for expected conclusion of project]. \*N/A as no payment required.

## Signatures

 10/06/2022  
Homeowner Date:

 10-6-22  
Construction Program Instructor Date:



# Client Order

Q-151282

530 Technology Dr Suite 100  
Irvine, California 92618  
(949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date: 10/6/2022  
Valid Through: 11/5/2022  
  
Prepared By: Craig Tuschhoff  
  
Start Date: 10/1/2022  
End Date: 6/30/2024  
Quote Term: 21

Customer: Duluth Public School District  
Address: 215 North 1st Ave East  
Duluth, Minnesota 55802-2058  
  
Contact: Tawnyea Lake  
Phone: 218-336-8700

## Implementation Phase

Dates: 10/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1	Product Implementation: Level 2, eduCLIMBER	eduCLIMBER site setup and initial configuration. District size under 30,000 students.	\$4,250.00	\$4,250.00
1	»» Level 2 Onboarding, eduCLIMBER	Dedicated guidance from a Customer Success Manager through a comprehensive change framework and eduCLIMBER system setup.	Included	
1	»» Level 2 Data Integration, eduCLIMBER	Extraction, import, and validation of required data for eduCLIMBER site setup.	Included	
1	»» System Management Workshop, eduCLIMBER	Half-day virtual Implementation training session on eduCLIMBER for System Administrators.	Included	
1	Train-the-Trainer, eduCLIMBER (Virtual)	Comprehensive eduCLIMBER training for capacity building. Up to 20 participants per cohort.	\$3,500.00	\$3,500.00
1	»» Virtual Initial Intensive Training, eduCLIMBER	Virtual eduCLIMBER training for Train-the-Trainer cohort. Facilitated by an Illuminate Instructor across four 3-hour sessions.	Included	
1	»» Knowledge Transfer Workshop, eduCLIMBER	Virtual eduCLIMBER training session facilitated by an Illuminate Instructor in a half-day session for Train-the-Trainer cohort. Typically held two to three months after Initial Intensive Training.	Included	
1	»» Training Materials, eduCLIMBER	Professionally-created eduCLIMBER training digital material set for client use in internal training.	Included	
5	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$56.10	\$280.50
5	Learning Community, Achievement Dashboard	Access to Achievement Dashboard content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$56.10	\$280.50
<b>Implementation Phase Subtotal:</b>				\$8,311.00
<b>Implementation Phase Grand Total:</b>				\$8,311.00

## Year 1

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
8,487	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	\$6.00	\$50,922.00
3	Virtual Consultations, eduCLIMBER	One-hour of virtual coaching for eduCLIMBER.	\$165.00	\$495.00
5	Learning Community, eduCLIMBER	Access to eduCLIMBER content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$375.00

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5	Learning Community, Achievement Dashboard	Access to Achievement Dashboard content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$375.00
			<b>Year 1 Subtotal:</b>	\$52,167.00
			<b>Year 1 Grand Total:</b>	\$52,167.00

Any Client request to reimport, align, merge, or otherwise manipulate data that has already been integrated will be subject to an additional fee. If the Client requests that Illuminate make any integration efforts after initial setup, the initial fees will be as follows: integrating with a new SIS \$5,000; merging instances or splitting instances \$10,000.

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

**All purchase orders must contain the exact Client Order number stated within.**

**To accept and finalize this Client Order, please remit a purchase order to:**

**Orders@illuminateEd.net**  
 or  
**6531 Irvine Center Drive #100**  
**Irvine, CA 92618**





## Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 530 Technology Drive, Suite 100, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

### Definitions.

- (a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.
- (b). “**Client Personnel**” means Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.
- (c). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.
- (d). “**Embedded Applications**” means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.
- (e). “**Licensed Products**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.
- (f). “**Professional Service(s)**” means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.
- (g). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.
- (h). “**Software**” means the Illuminate software programs described in the applicable Client Order.
- (i). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 (“**Termination**”).
- (j). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate’s discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

### 2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

**5. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**11. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

**12. Indemnification.**

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to [Legal@illuminateed.net](mailto:Legal@illuminateed.net), and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

**14. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

**15. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

## 16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT: ISO 709 - Duluth Public Schools

By:   
Authorized Signature

Name: Simone Turich

Title: Exec. Dir. of Finance, Business Serv.

Date: 10/7/22

01 E 005 605 499 405 000

*Check & connect mto*

**Budget Summary**

2022-2023

Duluth Public Schools ISD #709

Account	Account Description	PY Budget	PY Activity	CY Budget	CY Revised	CY Activity	CY Encumbered/ Pending	CY Remaining	NY Budget
01 R 005 605 499 400 000	SPDG EVAL & IMPROV GRANT - CFDA 84.323A - FED AID	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 110 000	SPDG EVAL & IMPROV GRANT - ADMIN/SUPV SALARY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 185 000	SPDG EVAL & IMPROV GRANT - CERTIFIED STIPEND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 210 000	SPDG EVAL & IMPROV GRANT - FICAMEDICARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 218 000	SPDG EVAL & IMPROV GRANT - TRA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 230 000	SPDG EVAL & IMPROV GRANT - LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 235 000	SPDG EVAL & IMPROV GRANT - DENTAL INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 240 000	SPDG EVAL & IMPROV GRANT - LTD INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 270 000	SPDG EVAL & IMPROV GRANT - WORKERS COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 280 000	SPDG EVAL & IMPROV GRANT - UNEMPLOYMENT COMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 401 000	SPDG EVAL & IMPROV GRANT - GENERAL SUPPLY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01 E 005 605 499 405 000	SPDG EVAL & IMPROV GRANT - NON INSTR SOFTWARE LIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>01 - GENERAL FUND</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Grand Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# STATEMENT OF WORK

<b>Project Name:</b>	Ad Hoc Statement of Work	<b>Seller Representative:</b>
<b>Customer Name:</b>	Duluth Public Schools	Dave Donarski (612) 704-5943 davedon@cdwg.com
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>SOW Effective Date:</b>	October 5, 2022	<b>Solution Architect:</b>
<b>Version:</b>	1.0	Marisa Ryan

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this October 5, 2022 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Duluth Public Schools (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

This SOW can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. This SOW is valid for a 12-month period from the date of signature.

Subject to the other provisions of this SOW, Seller will perform the following services:

1. Unscheduled and/or Break/Fix engineering and consulting services

### CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer will provide, in advance and in writing, all applicable customer safety and security rules and procedures
2. Customer will provide adequate work space for seller engineers
3. Customer will provide seller access or personnel with access to all locations that are required

### PROJECT ASSUMPTIONS

1. Customer will provide all hardware and cabling required
2. Seller is not responsible for any network related problems/issues that arise while seller is on site
3. Customer staff will be on site and available when the seller engineer is on site

### OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW.

### PROJECT SCHEDULING

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

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any Total Fee numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

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

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

Table 1 – Services Fees

Consultant	Function	Hourly Rate
Senior Consulting Engineer	Cross-Technology	\$225
Consulting Engineer	Cross-Technology	\$215
Associate Consulting Engineer	Cross-Technology	\$165
Project Manager	Cross-Technology	\$210

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

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

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

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

The rates above only apply to Services specified in this SOW.

## EXPENSES

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



Seller will invoice Customer for Seller's reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

## CUSTOMER-DESIGNATED LOCATIONS

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

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("**Customer Components**").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.
7. Customer shall ultimately be responsible for making any final decisions with respect to any recommendation or potential solutions provided by Seller under this SOW.
8. Seller shall not be responsible for providing the Customer any Work Product under this SOW.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

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

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

## PAYMENT TERMS

Except as otherwise agreed by the Parties, customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

## MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at [www.cdwg.com](http://www.cdwg.com), except that it shall be governed instead by a written agreement, if any, between Customer and Seller covering Customer's purchase of products and services from Seller (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

# SIGNATURES

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

## CDW Government LLC

By: \_\_\_\_\_  
signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Mailing Address:

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:

Phil Birt

## Duluth Public Schools

By: Simone Zurich  
signature

Name: Simone Zurich

Title: Exec. Dir. Finance & Business Services

Date: 10/11/22

### Mailing Address:

Street: 4316 Rice Lake Rd

City/ST/ZIP: Duluth MN 55811

### Billing Contact:

Street: 4316 Rice Lake Rd

City/ST/ZIP: Duluth MN 55811

# EXHIBIT A.

## CUSTOMER-DESIGNATED LOCATIONS

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

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
1440 49 <sup>th</sup> Ave NE, Columbia Heights, MN 55421	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work



# Service Agreement

## Myers Wilkins Elementary

Lifetouch ID: 464575

Account Representative Email:  
peter.markham@lifetouch.com

School Year(s): 2023-2024

Agreement Length: 1

### Account Information

Myers Wilkins Elementary  
1027 N 8th Ave E  
Duluth, MN 55805

Main Phone: 218-336-8860

Enrollment: 405

Grades: Pre-K - 5

### Summary of Programs Provided

<input checked="" type="checkbox"/> Fall Individuals	Yearbook	Groups	Commencements
Spring Individuals	Prestige Seniors	Dance	Other/Misc
Underclass Grads	Sports	Special Events	

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individuals - Original							

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

Yearbook - Media CD/DMD

Storefront

Storefront Contact:

Lifetouch Portal

Lifetouch Portal Contact: Dane Benson

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Other Services

Photo Labels

Photo Directory

Principal Album - Hard Cover Binder

Staff Composite

Portrait Service Sheet - (2) 5x7s

### Additional Details

Description	Incentive Details
Fall Individual	15% Commission paid on net sales calculated 45 days after original Picture Day(s). 15% Commission less sales tax

## Contact information

Contact Name	Title	Phone	Email
Brett Menising	Administrator	218-336-8704	brett.menising@isd709.org
Rachel Jackson	Principal	218-336-8860	rachel.jackson@isd709.org

## Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

## Signatures

DocuSigned by:

*Peter Markham*

250FE04B6EEE46A...

10/24/2022

Peter Markham

Sales Professional - School

DocuSigned by:

*Brett Menising*

BC36CA1A7625434...

10/24/2022

Brett Menising

Administrator

*Imine Zurich*



# Service Agreement

## Piedmont Elementary School

Lifetouch ID: 35719  
 Account Representative Email:  
 peter.markham@lifetouch.com

School Year(s): 2023-2024

Agreement Length: 1

### Account Information

Piedmont Elementary School  
 2827 Chambersburg Avenue  
 Duluth, MN 55811-3004

Main Phone: 218-336-8950  
 Enrollment: 570  
 Grades: Pre-K - 5

### Summary of Programs Provided

- |  |   |   |  |
|--|---|---|--|
| <input checked="" type="checkbox"/> Fall Individuals | <input type="checkbox"/> Yearbook         | <input type="checkbox"/> Groups         | <input type="checkbox"/> Commencements |
| <input type="checkbox"/> Spring Individuals          | <input type="checkbox"/> Prestige Seniors | <input type="checkbox"/> Dance          | <input type="checkbox"/> Other/Misc    |
| <input type="checkbox"/> Underclass Grads            | <input type="checkbox"/> Sports           | <input type="checkbox"/> Special Events |  |

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individuals - Original							

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

- Yearbook - Media CD/DMD

Storefront

Storefront Contact:

- Lifetouch Portal

Lifetouch Portal Contact: April Winter

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Other Services

Class Picture Service  
 Digital Media Download - Medium Res - Yearbook  
 Principal Album - Hard Cover Binder  
 Staff Composite  
 Photo Labels

## Contact information

Contact Name	Title	Phone	Email
Jennifer Bobbe	Principal	218-336-8950	jennifer.bobbe@isd709.org
April Winter	Administrative Assistant	218-336-8950	april.winter@isd709.org

## Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

## Signatures

DocuSigned by:

*Peter Markham*

250FE04B8EEE46A...

10/5/2022

Peter Markham

Sales Professional - School

Jennifer Bobbe

Principal

*Emme Guich* 10/11/22





# Service Agreement

## Laura MacArthur Elem Sch

Lifetouch ID: 35715

Account Representative Email:  
peter.markham@lifetouch.com

School Year(s): 2023-2024

Agreement Length: 1

### Account Information

Laura MacArthur Elem Sch  
720 North Central Avenue  
Duluth, MN 55807-1305

Main Phone: 218-336-8900  
Enrollment: 440  
Grades: Pre-K - 5

### Summary of Programs Provided

<input checked="" type="checkbox"/> Fall Individuals	Yearbook	Groups	Commencements
Spring Individuals	Prestige Seniors	Dance	Other/Misc
Underclass Grads	Sports	Special Events	

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
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Fall Individuals - Original

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

Yearbook - Media CD/DMD

Storefront

Storefront Contact:

Lifetouch Portal

Lifetouch Portal Contact: James Erickson

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Other Services

Photo Labels

Class Picture Service

Digital Media Download - Medium Res - Territory

Photo Directory

## Contact information

Contact Name	Title	Phone	Email
James Erickson	Principal	218-336-8900	james.erickson@isd709.org
Thea Hantz		218-336-8900	dorothea.hantz@isd709.org

## Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

## Signatures

DocuSigned by:

Peter Markham

250FE04B6EEE46A...

10/12/2022

Peter Markham

Sales Professional - School

James Erickson

Principal

Ermine Znuich 10/13/22



# Service Agreement

## Area Learning Center

Lifetouch ID: 82169  
 Account Representative Email:  
 peter.markham@lifetouch.com

School Year(s): 2023-2024  
 Agreement Length: 1

### Account Information

Area Learning Center  
 11 East Superior Street Ste 140  
 Duluth, MN 55802-2012

Main Phone: 218-336-8700  
 Enrollment: 150  
 Grades: 9 - 12

### Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Dance
- Special Events
- Commencements
- Other/Misc

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
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Fall Individuals - Original

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

- Yearbook - Media CD/DMD
- Storefront
- Lifetouch Portal
- Storefront Contact:
- Lifetouch Portal Contact: Valarie Wagenbach

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Other Services

Photo ID Laminated Vertical - Punched  
 Photo ID Laminated Horizontal - Punched

### Additional Details

Description	Incentive Details
Fall Individual	District receives incentive per agreement

### Contact information

Contact Name	Title	Phone	Email
Brett Mensing	Administrator	218-336-8704	brett.mensing@isd709.org

### Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

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### Signatures

DocuSigned by:  
*Peter Markham*  
250FE04B6EEE46A... 10/18/2022

Peter Markham Sales Professional - School

DocuSigned by:  
*Brett Mensing*  
BC36CA1A7625434... 10/18/2022

Brett Mensing Administrator

*Imine Zunic* 10/18/2022 CFO



# Service Agreement

## Lincoln Park Middle School

Lifetouch ID: 423467

Account Representative Email:  
peter.markham@lifetouch.com

School Year(s): 2023-2024

Agreement Length: 1

### Account Information

Lincoln Park Middle School  
3215 West 3rd Street  
Duluth, MN 55806

Main Phone: 218-336-8880  
Enrollment: 680  
Grades: 6 - 8

### Summary of Programs Provided

<input checked="" type="checkbox"/> Fall Individuals	Yearbook	Groups	Commencements
<input type="checkbox"/> Spring Individuals	Prestige Seniors	Dance	Other/Misc
<input type="checkbox"/> Underclass Grads	Sports	Special Events	

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
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Fall Individuals - Original

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

Yearbook - Media CD/DMD

Storefront

Storefront Contact:

Lifetouch Portal

Lifetouch Portal Contact: Kris Hughes

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Other Services

Photo Directory

Digital Media Download - Medium Res - Territory

Photo ID Laminated Horizontal/Vertical - No Punch

Photo ID Laminated Vertical - Punched

### Additional Details

Description	Incentive Details
Fall Individual	15% Commission paid on net sales calculated 45 days after original Picture Day(s). 15% commission on all sales less sales tax.

## Contact information

Contact Name	Title	Phone	Email
Brett Mensing	Administrator	218-336-8704	brett.mensing@isd709.org
Brian Kazmierczak	Principal	218-336-8880	brian.kazmierczak@isd709.org

## Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

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## Signatures

DocuSigned by:

*Peter Markham*

250FE04B6EEE46A...

10/24/2022

Peter Markham

Sales Professional - School

DocuSigned by:

*Brett Mensing*

BC38CA1A7625434...

10/24/2022

Brett Mensing

Administrator

*Simone Znuich*



# Service Agreement

## Ordean East Middle School

Lifetouch ID: 35718

Account Representative Email:  
peter.markham@lifetouch.com

School Year(s): 2023-2024

Agreement Length: 1

### Account Information

Ordean East Middle School  
2900 East 4th Street  
Duluth, MN 55812-1503

Main Phone: 218-336-8940  
Enrollment: 1055  
Grades: 6 - 8

### Summary of Programs Provided

<input checked="" type="checkbox"/> Fall Individuals	Yearbook	Groups	Commencements
Spring Individuals	Prestige Seniors	Dance	Other/Misc
Underclass Grads	Sports	Special Events	

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
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Fall Individuals - Original

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

Yearbook - Media CD/DMD

Storefront

Storefront Contact:

Lifetouch Portal

Lifetouch Portal Contact: Irene Fridsma

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Other Services

Photo ID Laminated Vertical - Punched

Photo Directory

Photo ID Laminated Vertical - Punched

Photo Directory

## Contact information

Contact Name	Title	Phone	Email
Brett Mensing	Administrator	218-336-8704	brett.mensing@isd709.org
Sue Lehna	Principal	218-336-8940	susan.lehna@isd709.org

## Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account's exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in "Picture Day" events and (ii) to produce and deliver photographs and services for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

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## Signatures

DocuSigned by:

*Peter Markham*

250FE04B6EEE46A...

10/24/2022

Peter Markham

Sales Professional - School

DocuSigned by:

*Brett Mensing*

BC38CA1A7625434...

10/24/2022

Brett Mensing

Administrator

*Imine Znuich*