

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifteenth day of March in the year Two Thousand Twenty-four

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Independent School District #709

709 Porta Johnson Drive Duluth, MN 55811

and the Contractor:

(Name, legal status, address and other information)

Mavo Systems, Inc.

4330 Centerville Road

White Bear Lake, Minnesota 55127

for the following Project:

(Name, location and detailed description)

2024 Asbestos Cleanup and Removal

Old Duluth News Tribune Building 424 West 1st Street Duluth, MN 55802

The Architect:

(Name, legal status, address and other information)

Institute for Environmental Assessment, Inc.

5525 Emerald Avenue

Mt. Iron, MN 55768

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

March 18, 2024

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date:

April 5, 2024.

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

Portion of Work	Substantial Completion Date
Not Applicable	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$ 150,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate 1	10000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Not Applicable	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Glovebag Procedure	per Procedure	150.00
Asbestos Worker	per Hour	160.00
Asbestos Supervisor (Foreman)	per Hour	165.00
Additional Mobilizations	per Round Trip	1500.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Not Applicable

§ 4.6 Other:

Init.

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User Notes:

(3B8ADA33)

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Not Applicable

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☒ Other *(Specify)*

As noted in the specification

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Taylor Dickinson
Institute for Environmental Assessment, Inc.
5525 Emerald Avenue
Mt. Iron, MN 55768

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Kevin Jayson

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User Notes:

(3B9ADA33)

4330 Centerville Road
White Bear Lake, Minnesota 55127

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraphs Deleted)

.2 Drawings

Number	Title	Date
D-002	Impacted Areas	March 13, 2024

.3 Specifications

Section	Title	Date	Pages
Specification - All	Old Duluth News Tribune Building 2024 Asbestos Cleanup and Removal	March 13, 2024	185

.4 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

Init.

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

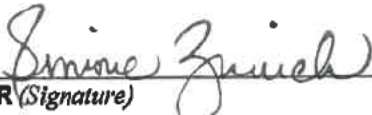
Document	Title	Date	Pages
----------	-------	------	-------

.6 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)


Section 00430 - Contractors Construction Schedule

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



OWNER (Signature)
Simone Zurich Executive Director of Business
Services

(Printed name and title)



CONTRACTOR (Signature)
Kevin Jayson, Manager

(Printed name and title)

SECTION 00430

Construction Schedule

Project: Old Duluth News Tribune Building – 2024 Asbestos Cleanup and Removal

Area/Phase/Location:

Contractor:

Name

4330 CENTERVILLE RD.

Address

WHITE BEAR LAKE, MN 55127

City/State/Zip

Contract Start Date:

TBD

Contract Completion Date:

TBD

	Phase 1 Work Dates	# of Workers per Shift	Phase 2 Work Dates	# of Workers per Shift
Preparation of Work Area	From: To: TBD		From: To:	
Removal and Decontamination	From: To:		From: To:	
Clearance Air Testing	From: To:		From: To:	
Removal of Isolation	From: To:		From: To:	

	Phase 3 Work Dates	# of Workers per Shift	Phase 4 Work Dates	# of Workers per Shift
Preparation of Work Area	From: To:		From: To:	
Removal and Decontamination	From: To:		From: To:	
Clearance Air Testing	From: To:		From: To:	
Removal of Isolation	From: To:		From: To:	

	Phase 5 Work Dates	# of Workers per Shift	Add Alternate 1 Work Dates	# of Workers per Shift
Preparation of Work Area	From: To:		From: To:	
Removal and Decontamination	From: To:		From: To:	
Clearance Air Testing	From: To:		From: To:	
Removal of Isolation	From: To:		From: To:	

Comments:



INTERIORS FLOORING

940 Apollo Road, Suite 110

Eagan, MN 55121

Ph : (651) 681-8100 Fax: (651) 681-1385

Attn: BRYAN BROWN

From: JEFF NEYSEN

Estimator: James Gunderson

Admin: SOM CHEA

Proposal

Revision #:

Date: 4/23/2024

Bid Due Date: 4/22/2024

Plan Date:

Addendum :

To

ISD #709

709 PORTIA JOHNSON DRIVE

DULUTH, MN 55811

Project

ISD 709 MACARTHUR ELEMENTARY

SWIFT #241171

720 N CENTRAL AVE

DULUTH, MN 55807

ISD 709 - MACARTHUR ELEMENTARY

TOTAL (APPLICABLE TAX INCLUDED) \$ 89,260.00

Notes:

- Prices based on attached drawings.
- Bid floors ready to receive.
- Proposal is based on work performed during regular hours (no overtime).
- **Proposal expiration date - 4/29/24**

Inclusions:

- Proposal includes take up and reclamation.
- Proposal includes preliminary moisture testing.
- Proposal includes minor floor prep. Additional floor prep, if required, will be added on a time and material basis.
- Proposal includes skim coating for VCT installation.

Exclusions:

- Proposal excludes attic stock.
- Proposal excludes furniture, fixture & equipment moving.
- Proposal excludes moisture mitigation or post installation floor protection.
- Proposal excludes ceramic demolition, preparation, and epoxy grout.

****IMPORTANT NOTICE REGARDING RECENT DELAYS & PRICE INCREASES****

CFS Interiors & Flooring guarantees pricing for up to Thirty (30) days from origination date. The recent pandemic has caused unprecedented raw material and labor shortages that have disrupted the supply-chain and caused frequent material price increases that have been imposed without notice. To avoid any additional charges due to manufacturer price increases, materials must be formally approved within 30 days from the origination date on the proposal (labeled date in upper righthand corner).

****CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. ****

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES**CFS INTERIORS & FLOORING****Signed:**

JEFF NEYSSSEN

Proposal Total: \$89,260.00**GENERAL CONTRACTOR****Signed:****Proposed Installation Start Date:**

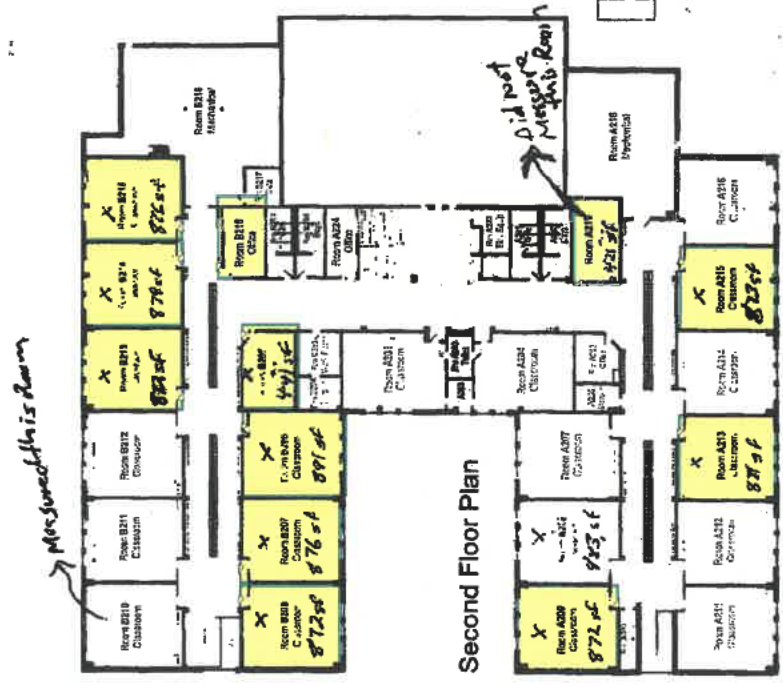
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area count=2	
area count=1	CPT TILE ACCENT : 2'x 2' [split 16:full 25] [tileEdge= 109'7"]
area count=13	VCT : 1'x 1' [split 428:full 9739] [tileEdge= 19146'5"]
area count=14	VB BASE 4"

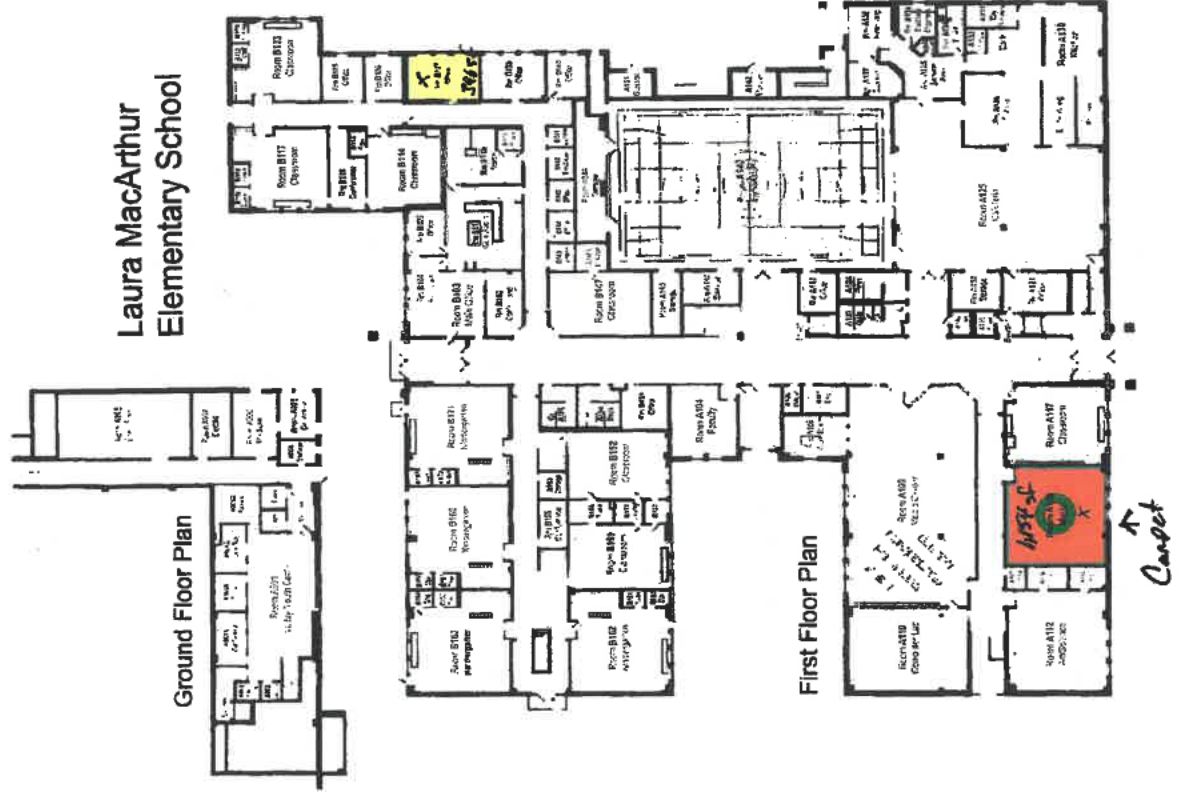
Plan Total

Laura MacArthur Elementary School

All Rooms Get VCT Tile

Except All







INTERIORS & FLOORING

940 Apollo Road, Suite 110

Eagan, MN 55121

Ph: (651) 681-8100 Fax: (651) 681-1385

Attn: BRYAN BROWN

From: JEFF NEYSSEN

Estimator: James Gunderson

Admin: Jamison Murphy

Proposal

Revision #: _____

Date: 4/23/2024

Bid Due Date: 4/22/2024

Plan Date: _____

Addendum : _____

To

ISD #709

709 PORTIA JOHNSON DRIVE

DULUTH, MN 55811

Project

LOWELL ELEMENTARY / ISD #709

SWIFT #241171

2000 RICE LAKE ROAD

DULUTH, MN 55811

ISD 709 - LOWELL ELEMENTARY

TOTAL (APPLICABLE TAX INCLUDED) \$ 224,455.00

SUPPLY & INSTALL OF VCT @ ROOMS #R28 & CAFETERIA OF LOWELL ELEMENTARY

TOTAL (APPLICABLE TAX INCLUDED) \$ 37,550.00

SUPPLY & INSTALL OF VCT & CARPET TILE (VCT IN ROOMS #29 - 34, CARPET TILE IN OFFICES

TOTAL (APPLICABLE TAX INCLUDED) \$ 51,323.00

PROPOSAL TOTAL \$ 313,328.00

Notes:

- Prices based on attached drawings.
- Bid floors ready to receive.
- Proposal is based on work performed during regular hours (no overtime).
- **Proposal expiration date - 4/29/24**

Inclusions:

- Proposal includes take up and reclamation.
- Proposal includes preliminary moisture testing.
- Proposal includes minor floor prep. Additional floor prep, if required, will be added on a time and material basis.
- Proposal includes skim coating for VCT installation.

Exclusions:

- Proposal excludes attic stock.
- Proposal excludes furniture, fixture & equipment moving.
- Proposal excludes moisture mitigation or post installation floor protection.
- Proposal excludes ceramic demolition, preparation, and epoxy grout.

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****CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. ****

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES**CFS INTERIORS & FLOORING****Signed:**

JEFF NEYSSSEN

Proposal Total: \$313,328.00**GENERAL CONTRACTOR****Signed:****Proposed Installation Start Date:**


Jill Lofald, Board Chair

LOWELL ELEMENTARY DULUTH
PLANS DATED 11.21.2018 - BREAKOUT
22 April 2024 : LOWELL ELEMENTARY DULUTH_PLANS DATED 11.21.2018 - BREAKOUT
Summary Report



area	VCT - OPTION 1 : 1'x 1' [split 1940:full 27967] [tileEdge= 55792'4"]
area count=27	
area count=22	VB BASE 4" - CLASSROOMS - OPTION 1
area count=5	VB BASE 4" - CORRIDORS - OPTION 1
area count=18	TRANSITION - IF NEEDED - OPTION 1
area count=2	VCT - OPTION 2 : 1'x 1' [split 126:full 3378] [tileEdge= 6694'10"]
area count=2	VB BASE 4" - OPTION 2
area count=2	TRANSITION IF NEEDED - OPTION 2
area count=2	CARPET - OPTION 3 : 2'x 2' [split 72:full 142] [tileEdge= 633'7"]
area count=8	VCT - OPTION 3 : 1'x 1' [split 476:full 6385] [tileEdge= 12555'1"]
area count=10	VB BASE 4" - OPTION 3
area count=3	TRANSITION - IF NEEDED - OPTION 3
Plan Total	

LOWELL ELEMENTARY DULUTH PLANS DATED 11.21.2018 - BREAKOUT

22 April 2024 : LOWELL ELEMENTARY DULUTH_PLANS DATED 11.21.2018 - BREAKOUT
Summary Report

Scale 1:880 (original drawing scale 1:192)





Prepared for **Duluth Public Schools**

April 18, 2024

Response to request Proposal: **Internal / External Penetration Test and Application Assessment**

Objective: The objective of the external penetration test is to assess the security of Duluth Public School's external-facing systems and networks from the perspective of an external attacker. This test aims to identify and exploit vulnerabilities that could potentially be leveraged to gain unauthorized access or compromise sensitive information.

Approach: This is a gray box penetration test (credentialed & uncredentialed assessment), which will assess the technical security controls of Duluth Public School external network and internal network. We will leverage the Internet and some information that you provide us.

The test consists of three phases:

- ▣ **External Security Assessment:** Four days of testing, followed by a half-day dedicated to reporting.
- ▣ **Internal Security Assessment:** Five days of testing followed by one day dedicated to reporting.

Total Testing time: Nine days of testing, one and a half days of reporting. Eighty-four Total hours.

- ▣ **External Security Assessment:** This phase will provide an external view through the lens of a threat actor by evaluating the resiliency of the organizations network perimeter. We will work to discover the technical weaknesses exposed to the internet.
 - **Open-Source Reconnaissance (OSINT):** This process involves the strategic utilization of publicly accessible resources to gather sensitive information about an organization. By examining data available in the public domain, we can identify critical details such as the technologies employed by the organization and potential usernames. This intelligence is crucial for





formulating targeted strategies in subsequent phases of testing, enhancing the effectiveness of security assessments.

- **Port Scan:** This technique is utilized to probe a server or network device systematically to identify which ports are open and listening. By sending client requests to various ports and analyzing the responses, a port scan reveals which services are active and potentially vulnerable to exploitation.
- **Vulnerability Scan:** This process involves a systematic examination of systems or networks to identify and quantify security vulnerabilities. Utilizing specialized scanning tools, the scan assesses exposed points within an infrastructure to pinpoint weaknesses that could be exploited by attackers.
- **Manual/Automated Exploit Attempts:** – This entails a diligent search for vulnerabilities that automated scans may not detect, leveraging findings from these scans to exploit known issues, comprehensively assessing the risks associated with identified vulnerabilities, and documenting any mitigating controls in place.
- **Password Attacks:** - A critical component of external penetration testing involves conducting password attacks. These attacks leverage open-source intelligence and exploit documented vulnerabilities to enhance the likelihood of success while circumventing existing security measures. Such strategies provide valuable insights into deficiencies within password policies, account lockout procedures, and multi-factor authentication systems.

■ Internal Penetration Test

- **Duration:** Five days of testing followed by one day dedicated to reporting.
- **Uncredentialed Testing:**
 - **Objective:** Monitor and analyze network traffic within the internal network to identify methods of capturing credentials and observing data flows.
 - **Methodology:** Utilize network security tools to capture traffic and analyze it for potential security lapses and points of data leakage.
- **Non-Admin Credentialed Scan:**
 - **Objective:** Enumerate and scrutinize the network using specific credentials to identify and exploit vulnerabilities, with the





ultimate goal of escalating privileges and accessing sensitive data.

- **Approach:** Leverage existing user credentials to perform thorough network scans, applying specialized tools to exploit identified vulnerabilities and assess the availability of sensitive information on the network.

DULUTH PUBLIC SCHOOLS Project Timeline

IX. Post SOW Scoping Call:

A scoping call involving ITAL and Duluth Public Schools project team members. The purpose of this call is to discuss and finalize the scope of work outlined in the Statement of Work (SOW).

Goals and deliverables:

Duration: Approximately 1 hour

Participants: Key personnel from the Duluth Public Schools and ITAL project teams.

1. Identify the goals of the penetration test.
2. Establish success metrics.
3. Determine testing methodology:
 - a. Adversarial Attack/Defend
 - b. Audit-Only with no active Defense.
 - c. Assumed Breach//Full-service
4. Identify key project team members at ITAL and Duluth Public Schools
 - a. Emergency Points of Contact
 - b. Working-hours Points of Contact
5. Provide Testing Methodology:
 - a. Vulnerability Scanning/Testing
6. Identify the project Scope
 - a. Internal Subnets
 - b. External Subnets
 - c. Internal Defenses
 - d. External Defenses
 - e. Critical // Out-of-Scope systems
7. Identify Credentials to be used for Vulnerability Scanning
 - a. Provide DULUTH PUBLIC SCHOOLS with instructions to create credential groups if necessary.





8. Identify any out-of-scope attack tactics.
 - a. Phishing//Credential Harvesting//Brute-Forcing//DoS//DdoS//etc.
9. Provide communication plan for duration of penetration test.
10. Confirm that an ITAL testing box will be provided with Preconfigured tools and that it will be accessible externally.
11. Confirm that access to the in-scope subnets can be provided.
12. Confirm that firewalls/rules can be configured to allow remote access to the device from predefined locations//IP addresses.
13. Complete PE Authorization Form for DULUTH PUBLIC SCHOOLS signature

IX. External Assessment

1. Scan each subnet with Tenable Nessus utilizing the professional license, credentialed scans, credentialed patch audits, configuration scans, etc.
2. Review the findings returned by Tenable Nessus and categorize vulnerabilities into High/Medium/Low priority.
 - a. These priorities will be categorized not just by the CVE score, or the severity returned by the Vulnerability scanner, but also by ease-of-remediation and prevalence within the environment.
3. Conduct thorough investigation of Duluth Public Schools infrastructure presence available on the open Internet to include DNS, subdomain, username/email, sensitive documents, etc.
4. Maintain communication throughout the process and conduct meetings with stakeholders/system-owners to review findings and suggest remediation paths.

IX. Internal Assessment

IT Audit Labs will utilize tools to examine the network security posture.

1. Remote into the in-scope subnets and begin manual exploitation attempts of vulnerabilities identified through Nessus scan.
2. Attempt to capture valid network credentials with inline network access. Whether successful or not, obtain credentials to conduct further scanning with access to Active Directory domain(s).
3. Manually enumerate possible vulnerabilities and exploit-paths to compromise systems and bypass remediating controls
4. Test Lateral movement throughout the environment.





5. Determine effectiveness of remediating controls by attempting to bypass EDR/Firewalls.
6. Utilize Open-Source and proprietary tools to exploit systems with the goal of achieving success metrics defined in the scoping call.
7. Collect information to generate a report to explain all attack paths, possible configuration errors, and penetration test findings.
8. Monitor/record changes made throughout the environment to ensure a successful and expeditious cleanup post-test.
9. Conclude the test by removing all tools/artifacts/code snippets/configuration changes made during the testing cycles.

IX. Reporting and presentation

ITAL will provide **DULUTH PUBLIC SCHOOLS** with an executive summary debrief for each of the above tasks at completion.

- ▣ Vulnerability Assessment: Review of recommended remediations, and configuration of tests.
 - Provide a C-Level report as well as a technical report outlining the findings and recommended remediations by priority within the vulnerability management plan.
- ▣ Penetration Test: Review (dependent on findings) to go over the exploit paths and findings.
 - Provide a C-Level report as well as a technical report outlining the findings//recommended remediations, configurations, and tests.
- ▣ Immediate Notification Protocol for Critical Findings
 - **Policy:** Should a critical issue be discovered at any point during the testing phase, we will immediately inform our project sponsor.
 - **Procedure:** Upon identification of a critical vulnerability or security risk, the testing team will promptly communicate this finding to the designated project sponsor to ensure swift action and remediation. This protocol is designed to minimize potential risks and facilitate rapid response to pressing security concerns.





V. Service Rates

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis. All such services will be estimated and approved by Client prior to execution. Client remains responsible to pay all amounts incurred under the Agreement for the actual charges incurred, whether less than or in excess of such estimated amount.

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the HOURLY RATES indicated below, unless updated in writing by IT Audit Labs as described in a Note to the Services Rates table below.

Service Rates:

Rate Per day	\$1,800
Number of Days	10.5
Total Cost of Project	\$18,900*

50% due up front*

Note: Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am – 8pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

IT Audit Labs Standard Rates are reviewed annually and increased based on prevailing economic factors, effective January 1 each year. In recognition of our partnership, IT Audit Labs will provide a rate concession on the then-current IT Audit Labs Standard Rates for Services provided under this Statement of Work.

VI. Reimbursable Expenses

Expenses to be reimbursed by Client under this SOW, if any, are as follows:

- ▣ Vulnerability Assessment: Review of recommended remediations, and configuration of tests.
- ▣ All materials, travel, and any other direct costs will be billed at actual cost.
- ▣ All out of pocket expenses as specified in the Agreement.
- ▣ One-way travel time is chargeable at fees defined in the Service Rates.
- ▣ Charges will be made for round trip mileage (in accordance with IRS standards).
- ▣ IT Audit Labs consultants are permitted to book direct flights and shorter layovers if the airfare is not considerably more than travel options with multiple stops and longer layovers.
- ▣ IT Audit Labs consultants are permitted to utilize Hertz for all car rentals. IT Audit Labs has preferred rates with Hertz and related insurance coverage.





- IT Audit Labs consultants will retain receipts for all travel expenses, but these detailed receipts will NOT be provided to Client unless requested to verify a travel expense

VII. Actual Charges

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client's personnel's availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

VIII. Software Licenses and Fees

As required, all proprietary and third-party software, license costs and related fees are separate and will be agreed to in a separate "Purchase and Sales Agreement", Quote and/or End User License Agreements (EULA(s)) between the applicable parties.

IX. Invoice/Billing Terms

- All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement.
- IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses, and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
- If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt setting out reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of the date of receipt of Client's notice in writing in good faith, review the invoice for the purposes of resolving such dispute.

Critical Success Factors

- English will be used as the common business language.
- All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.
- Client agrees to provide, and IT Audit Labs will have access to, contacts within the company with understanding of client data, and current business system applications.
- Client agrees to provide IT Audit Labs resources with online, local and remote access capability as well as appropriate workspace if on-site presence is required.
- As required, Client agrees to have in place any required onsite hardware and network with sufficient capacity to support all initiatives.





- Client agrees to provide commercially viable network communications necessary to support each business location.
- If additional environments are required during the term, IT Audit Labs will assist Client to determine options for hosting additional environments and suggest efforts to manage the utilization (i.e. additional environments can be "turned off" when they are not being used to minimize any additional costs). The costs of these environments are the responsibility of Client and are not included in the scope of this SOW.

With the exception of application support tickets, which are governed by Service Level Objectives, IT Audit Labs will work with client to determine a mutually agreeable delivery schedule for all other Advantage support services.

IT Audit Labs:

By: DocuSigned by:
Kelly S Venkya
DB78D0B7829D401...
Title: Sr Program Manager
Date: 4/18/2024

Customer:

By: Srinive Zinich
Title: Exec. Dir. Business Services
Date: 4/26/24



AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District or DPS, and Family Freedom Center an independent contractor, hereinafter called Contractor or FFC.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of April 10, 2024 and shall remain in effect until April 12, 2024 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. *This agreement outlines the collaborative partnership between Duluth Public Schools (hereafter referred to as "DPS") and the Family Freedom Center (hereafter referred to as "FFC") to honor and disseminate the significant contributions and legacy of Ethel Ray Nance to the Duluth community.*

FFC will partner with DPS to ensure that students and staff across Duluth Public Schools gain valuable insights into the impactful history and enduring legacy of Ethel Ray Nance through a series of educational presentations and engagements.

To achieve these objectives, FFC shall organize presentations at all three Duluth public high schools: East High School, Denfeld High School, and the Area Learning Center (ALC), as well as at Lincoln Park Middle School and Ordean East Middle School. These presentations are designed to engage and educate the student body and staff, fostering a deeper understanding and appreciation of Ethel Ray Nance's historical significance.

Expenditures and Financial Provisions: *To support the successful execution of this agreement, the following expenditures are authorized within the contract:*

1. Lodging Assistance: For Karen Nance and Rekhet Si-Asar, an allocation not exceeding \$3,675.24 is designated for lodging support.

2. Facilitator Payment: Payments for facilitators Karen F. Nance, Madison Nance, Marie Nance, and Lennie the Educational Poet shall not exceed a total of \$2,850.

3. Airfare Assistance: Airfare support for Karen Nance, Sheldon Nance, Marie Nance, Cocee Baker, Thatcher Nance, Craig Nance, Marie Barrett, and Madison Nance is capped at \$3,200.

4. Per Diem Payment: A per diem allocation of no more than \$472.00 is set for Karen Felicia Nance, Marie Nance, Sheldon Nance, Madison Nance, Cocee Baker, Thatcher Nance, Craig Nance, and Marie Barrett.

5. Transportation Assistance Support Payment: For Rekhet Si-Asar, Carla Hamilton, Rick Troy, James Buckner, and Tom (unknown surname), a maximum of \$300 is allocated for transportation support.

6. Allocation of Remaining Funds: Any remaining funds, following the allocations detailed above, shall support FFC in fulfilling its contractual obligations to facilitate and implement the terms of this agreement.

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

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

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

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

4. Payment: In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$12,000.00 in total

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith/Anthony Bonds, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 310 N 1st Ave W Suite 108, Duluth, MN 55806

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

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

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

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

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

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

17. **Insurance.** (If applicable)

In this agreement, the Contractor functions as a fiscal agent / organizer. It is understood that all independent facilitators involved in the execution of this contract are individually responsible for securing and maintaining their own insurance coverage throughout the duration of the contract.

Insurance Requirements for Independent Facilitators:

Workers’ Compensation Insurance: Each independent facilitator is responsible for obtaining Workers’ Compensation insurance for themselves and any of their employees, in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability.

Commercial General Liability: Independent facilitators must maintain insurance to protect against claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as for property damage, including loss of use. This applies to operations carried out by the independent facilitator, any subcontractor, or by anyone directly or indirectly employed by them.

Independent facilitators are responsible for ensuring that their insurance remains in force for the term of the contract. The Contractor, serving as the fiscal agent / organizer, is not required to verify the facilitators’ insurance coverage but emphasizes the importance of each facilitator’s compliance with these insurance responsibilities.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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


Please check the appropriate line below:

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


01	01	005	203	161	303	013
XX	X	XXX	XXX	XXX	XXX	XXX

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


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


Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

4/10/24
Date


4/10/24

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


Contractor Signature

83-0943572
SSN/Tax ID Number

04/10/2024
Date

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Brigitte Eckwood, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 04/11/2024 and shall remain in effect until 06/30/2024, 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.** *Providing recreational dance instruction of Step Dancing which was developed by African American fraternities and sororities in the mid-20th century. Lessons to be practiced at Denfeld High School and the Washington Center.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$3000 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2702 ½ W 2nd St APT 1, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Brigitte Edwood

Contractor Signature

SSN/Tax ID Number

4/9/24

Date

Arthur Smith

Program Director

4-10-24

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	005	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Ernie Zulich

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

4/11/24

Date



EDUCATIONAL SERVICES PROPOSAL	
Client Name	Duluth Public Schools
Client Address	709 Portia Johnson Drive Duluth, MN 55811
Company Information	FIRST Educational Resources 5881 Seven Elms Drive (920) 479-6504 Garth@firsteducation-us.com
Services	<p>Dr. Matt Townsley will provide one day of professional development to staff from Duluth East High School and Denfeld High School on best practices in assessment and grading. This presentation will be customized based on a planning call with Duluth Public Schools to establish the goals and outcomes for this professional development day.</p> <p>** Additional Option for 2024-25 school year: Dr. Garth Larson or Becky Peppler will meet and work with staff from both Duluth High Schools grade level teams to assess their current reality with standards, targets, assessment, grading and reporting practices, and college and career readiness. The data is examined to reveal patterns. After analyzing the data from each content and/or grade level team, strengths and areas for support moving forward as a school are identified. Based on all of the evidence gathered and reviewed, comprehensive recommendations are made. These action steps are written to be actionable and to lead to student learning impact. This report will lay out specific recommendations for next steps for each content and/or grade level team and each building.</p>
Dates	<p>June 6, 2024</p> <p>Dates TBD in 2024-25 School Year for Additional STAGR Analysis Option</p>

Venue	To be determined between the Duluth Public Schools and FIRST Educational Resources
Consultant	Dr. Matt Townsley (June 6, 2024) Dr. Garth Larson or Becky Pepler for Option STAGR Analysis
Fee	June 6, 2024 \$6,000 (fully inclusive of travel and planning) Optional STAGR Analysis: \$5000 per school (fully inclusive of planning, visit, travel and report writing)
Payment Schedule	The Client will issue a purchase order for the full amount of the engagement upon acceptance of this agreement, which is payable and due after completion of services and receipt of FIRST Educational Resources invoice.
Expenses	All fees are fully inclusive.
Termination	Either party may terminate this Agreement by giving 45 days' written notice without affecting the rights or obligations of the parties. Cancellation (outside of events beyond its control) will result in payment of full presentation fee.

SIGNED by Garth Larson, CEO



for and on behalf of the Company

SIGNED by Duluth Public Schools



for and on behalf of the client

STAGR Consultant Bios

Matt Townsley has authored multiple books including Making Grades Matter: Standards-Based Grading in a Secondary PLC at Work (Solution Tree), Using Grading to Support Student Learning (Routledge), A Parents' Guide to Grading and Reporting: Being Clear about What Matters (Rowman & Littlefield), and most recently, Grading Reform That Lasts: Eight Steps to Transforming Your School's Assessment Culture (Solution Tree). As a former district administrator and teacher in the Solon Community School District (Solon, IA), he has firsthand experience implementing and leading lasting grading reform. District Administration magazine named Solon Community Schools a district of distinction, and Solution Tree recognized multiple buildings in the district as model professional learning communities during his tenure. Through conferences, professional development and

workshops, Dr. Townsley has consulted with teachers, administrators, and parents across the globe on the topics of assessment and grading.

In recognition of his leadership, Matt was named Iowa's Central Office Administrator of the year and he was recognized as an ASCD Emerging Leader. His writing can be found in publications such as *Educational Leadership*, *School Administrator*, *ASCD Express*, and *NASSP Bulletin*. In addition, he has been featured or quoted in the following media outlets: *The Christian Science Monitor*, *CNN.com*, *The Washington Post*, *USA Today*, California and Kansas public radio, the Center for Digital Education, *Education Week*, *Khan Academy Ed Talks*, as well as presented at national conferences such as the Learning Forward Annual Conference, National Conference on Education (AASA), and the Association for Middle Level Education (AMLE) Annual Conference. Matt's energetic approach to engaging audiences has earned him the moniker "The Sportscaster of Alternative Grading."

Dr. Townsley is an assistant professor of educational leadership at the University of Northern Iowa in Cedar Falls, IA.

Garth Larson, Ed.D is the Co-Founder and CEO of FIRST Educational Resources. Garth has previously worked as the Director of Learning for the Winneconne Community School District in northeast Wisconsin, was an elementary principal in two separate buildings and started his career in education as a high school speech and English teacher. In 2015, Garth Co-Founded FIRST Educational Resources with a focus on improving student achievement across the United States. Since 2015, over 2000 school districts throughout the globe have become partnership districts with his company. Garth currently consults with school districts around the world and provides customized professional development around a variety of topics, mainly Professional Learning Communities 2.0, Learning-Centered and Equitable Grading Practices, Leadership and School Improvement. Garth is also the co-author of 6 books, including *Grading for Impact*, *Raising Student Achievement Through a Target-Based Assessment and Learning System*, *The STAGR Process Roadmap* and the soon to be released, *Extinguishing the Fires Within Assessment and Grading Reform*.

Becky Peppler is the Director of the FIRST Education STAGR (Standards, Targets, Assessment, Grading & Reporting) Center (a division of FIRST Educational Resources). She has 15 years of professional experience in public education, working in the Winneconne Community School District in northeast Wisconsin. Becky has spent time as a 6-12 Instructional Coach with a focus on supporting teachers in the classroom on a daily basis. Prior to her role as an instructional coach, Becky taught Chemistry and Forensic Science and was the 6-12 Science Curriculum Chair. She has a passion for designing meaningful assessments practices, making reassessment work, target based learning implementation, building social and emotional skills and ensuring that all students continue to learn at high levels. Becky currently consults to school districts all over the United States in these areas and is the co-author of *The STAGR Process Roadmap* and the soon to be released, *Extinguishing the Fires Within Assessment and Grading Reform*.



Zearn Master Service Agreement

This Master Services Agreement (the "Agreement") is between Zearn and DULUTH IND SCHOOL DISTRICT 709 ("Account Holder") in Minnesota for the 2024-2025 school year. The Agreement sets out the terms and conditions with respect to the Services that the Account Holder may receive throughout the school year, as defined below, and incorporates Zearn's Terms of Use (<https://www.zearn.org/termsfuse>) and Privacy Policy (<http://www.zearn.org/privacy>).

1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below ("Covered Schools"):

District / School Name	Services
CONGDON PARK ELEMENTARY SCHOOL	School Account
LAURA MACARTHUR ELEM SCHOOL	School Account
LINCOLN PARK MIDDLE SCHOOL	School Account
MYERS-WILKINS ELEMENTARY SCH	School Account
ORDEAN EAST MIDDLE SCHOOL	School Account

2. Fees and Payment

The combined fee associated with the Services above is \$12,500.00 (the "Fee"). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2024 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services. Payments are non-refundable.

3. Zearn School Account and On-Demand Professional Development Terms

For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2024-2025 school year, the following terms apply.

3.1. Zearn School Account License Period

Account Holder's Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through June 30, 2025. When noted in Section 1 above, "Legacy" refers to customers who piloted Zearn Math in the 2016-17 school year.

3.2. Authorization

By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

3.3. Privacy



Zearn Master Service Agreement

Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

(A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.

(B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

3.4. Data Retention

Upon termination of the Zearn School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

3.5. Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

3.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

4. Professional Learning Sessions

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.



Zearn Master Service Agreement

4.1. Scope

The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

4.2. Rescheduling and Fee Policy

Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or five (5) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

4.3. Intellectual Property Disclaimer

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn's intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

4.4. Suggestions and Feedback

During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

5. Purchasing Add-on Services

At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on Services following Zearn's receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

5.1. Zearn School Account and On-Demand Professional Development

If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

5.2. Zearn Printed Materials

If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Purchase Order and Order Form for the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes.

5.3. Professional Learning Sessions

If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

6. Miscellaneous

6.1. Conflicting Provisions

In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

6.2. Modifications

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

6.3. Signature Authorization

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.



Zearn Master Service Agreement

Agreement-0025521-1
May 1, 2024

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder:

Name Simone Zurich
Title Exec. Dir. Business Services
Signature Simone Zurich
Date 5/2/24

For Zearn:

Name Shalinee Sharma
Title Chief Executive Officer
Signature Shalinee Sharma
Date 05/01/2024

DULUTH IND SCHOOL DISTRICT 709

Product	Price	Quantity	Subtotal
School Account School Account services through June 30, 2025. Includes an unlimited number of staff, student, and administrator accounts within the school.	\$2,500.00	5	\$12,500.00

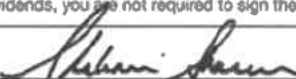
Total \$ 12,500.00

Tax is **not included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please [upload a copy of your tax exemption certificate](#) in order to receive a tax-free invoice.*

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td colspan="2">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Zearn</td> </tr> <tr> <td colspan="2">2 Business name/disregarded entity name, if different from above</td> </tr> <tr> <td style="width: 70%;"> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 c(3) NONPROFIT Organization </td> <td style="width: 30%;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> </td> </tr> <tr> <td colspan="2">5 Address (number, street, and apt. or suite no.) See instructions. PO Box 20</td> </tr> <tr> <td colspan="2">6 City, state, and ZIP code New York, NY 10116</td> </tr> <tr> <td colspan="2">7 List account number(s) here (optional)</td> </tr> <tr> <td colspan="2">Requester's name and address (optional)</td> </tr> </table>	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Zearn		2 Business name/disregarded entity name, if different from above		3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 c(3) NONPROFIT Organization	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 20		6 City, state, and ZIP code New York, NY 10116		7 List account number(s) here (optional)		Requester's name and address (optional)	
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Requester's name and address (optional)															

Part I Taxpayer Identification Number (TIN)																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table style="width: 100%;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> </tr> </table>	Social security number				or		Employer identification number		3	7	-	1	6	6	5	7	4	5
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ 
	Date ▶ 3/15/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Zearn Master Service Agreement

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1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below ("Covered Schools"):

District / School Name	Services
DULUTH IND SCHOOL DISTRICT 709	Educator Training - Complement (Virtual, Session)

2. Fees and Payment

The combined fee associated with the Services above is \$500.00 (the "Fee"). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2024 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services. Payments are non-refundable.

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3.2. Authorization

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Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:



Zearn Master Service Agreement

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Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

3.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

4. Professional Learning Sessions

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.

4.1. Scope



Zearn Master Service Agreement

The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

4.2. Rescheduling and Fee Policy

Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or five (5) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

4.3. Intellectual Property Disclaimer

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn's intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

4.4. Suggestions and Feedback

During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

5. Purchasing Add-on Services

At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on Services following Zearn's receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.



Zearn Master Service Agreement

5.1. Zearn School Account and On-Demand Professional Development

If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

5.2. Zearn Printed Materials

If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn a Purchase Order and Order Form for the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes.

5.3. Professional Learning Sessions

If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

6. Miscellaneous

6.1. Conflicting Provisions

In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

6.2. Modifications

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

6.3. Signature Authorization

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.



Zearn Master Service Agreement

Agreement-0029695-1
May 1, 2024

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder:

Name Simone Turich
Title Exec. Dir. Business Services
Signature Simone Turich
Date 5/2/24

For Zearn:

Name Shalinee Sharma
Title Chief Executive Officer
Signature Shalinee Sharma
Date 05/01/2024



DULUTH IND SCHOOL DISTRICT 709

Product	Price	Quantity	Subtotal
Educator Training - Complement (Virtual, Session)	\$500.00	1	\$500.00
Tax*			\$ 0.00
Total			\$ 500.00

*Tax is **not** included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please [upload a copy of your tax exemption certificate](#) in order to receive a tax-free invoice.

To Order Zearn Printed Materials:

- Please email printedmaterials@zearn.org, with:
 - (1) a completed Order Form (Google Sheets link) detailing the exact products being purchased and shipping/delivery information
 - (2) a Purchase Order made out to Zearn (including a shipping fee equal to 10% or \$25, whichever is higher; and applicable sales tax, *if your school or district is not tax-exempt*)

By submitting a Purchase Order for Zearn Printed Materials, you acknowledge and accept that all purchases for the Product(s) listed above are final and are not eligible for returns and/or refunds. Once your Purchase Order is received, your order will be processed. An invoice will be issued, and payment will be due within 30 days.

To Order Zearn School Account(s) and/or Professional Development:

- Please email your Zearn contact to request a Purchase Agreement, with:
 - (1) the quote number referenced above; and the name, title and email of the person who will be signing the agreement
- Your Zearn contact will send a Purchase Agreement for you (or the specified person) to sign
- Create a Purchase Order and return it directly to our Billing team at billing@zearn.org

By submitting a signed Purchase Agreement for Zearn School Account(s) and/or Professional Development, you acknowledge and accept that all purchases for the Product(s) listed above are final and are not eligible for returns and/or refunds. Once your signed Purchase Agreement is received, your Zearn contact will follow up to finalize your order.

Please note: Account Holders who purchase Zearn School Account(s) and/or On-Demand Professional Development will receive an invoice at the earliest in July unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn's delivery of Professional Learning Services.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Zearn</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">2 Business name/disregarded entity name, if different from above</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ 501 c(3) NONPROFIT Organization </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.) </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">5 Address (number, street, and apt. or suite no.) See instructions. PO Box 20</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">6 City, state, and ZIP code New York, NY 10116</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">7 List account number(s) here (optional)</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Requester's name and address (optional)</div>
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Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<div style="border-bottom: 1px solid black; padding-bottom: 5px;">Social security number</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> - <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block;"></div> </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">or</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;">Employer identification number</div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">3</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">7</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">-</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">1</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">6</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">6</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">5</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">7</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">4</div> <div style="border: 1px solid black; width: 20px; height: 20px; display: inline-block; text-align: center;">5</div> </div>
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> Sign Here Signature of U.S. person ▶ Date ▶ 3/15/2023 </div>
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)	• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
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Association for Middle Level Education
2550 Corporate Exchange Dr., Suite 324
Columbus, Ohio 43231 | amle.org

CUSTOMER CONTRACT

Customer: ISD 709
709 Portia Johnson Dr
Colchester, VT 05446

Primary Contacts: **Jennifer Larva** , Jennifer.larva@isd709.org
Joan Lancour, Joan.lancour@isd709.org

Provided Consultants: **Jennifer Rose / Katie Powell, AMLE**

Fee/Purchase Order: **\$ 5,250** all-inclusive rate (includes travel). Customer shall attach a valid purchase order to this Contract. Contract is not finalized until returned to AMLE with signature and purchase order.

Travel & Expenses: The above amount includes all expenses for airfare, ground transportation, parking, hotel, meals, and other out-of-pocket expenses.

Program Details:

Date & Time: Full Day, June 6, 2024
Location: ISD 709
AV Needs: LCD Projector
Topic: Teaching with Block Schedule,
Effective MS Teaming Practices and
Supporting Student Academic Success through Advisory Programs
Audience: Teachers and support staff
Handouts: Unless otherwise agreed upon, Consultant(s) will provide Customer with electronic version of all handout materials one (1) week prior to the event. The customer is responsible for duplicating and distributing all materials to attendees.

Payment: Payment in full is due thirty (30) days from the date of invoice. Late payments shall incur interest at the rate of eighteen percent (18%) per annum.
Please make checks payable to:
Association for Middle Level Education
(Federal Id #: 31-0865702)
2550 Corporate Exchange Dr, Ste 324
Columbus, OH 43231

THE PARTIES AGREE THE FOLLOWING "ADDITIONAL CONDITIONS" ON NEXT PAGE:



Association for Middle Level Education
 2550 Corporate Exchange Dr., Suite 324
 Columbus, Ohio 43231 | amle.org

ADDITIONAL CONDITIONS

1. **Cancellation Policy:** In the event Customer needs to cancel this Contract, written notice shall be immediately provided to AMLE. The parties recognize that damage will be caused upon the cancellation of this Contract and accordingly agree to pay liquidated damages in the following amounts: i) in the event of cancellation more than sixty (60) days prior to the commencement of the program, a cancellation fee shall be paid by Customer of fifteen percent (15%) of the total fees, or a minimum of two hundred and fifty dollars (\$250), whichever is higher, plus all travel and expenses paid or incurred by AMLE; or ii) if the cancellation is received within sixty (60) days of the commencement of the program, a cancellation fee in the total amount of the fee plus all travel and expenses paid or incurred by AMLE.
2. **Copyrighted Work:** No materials, handouts, or presentations shall be copied, distributed, or utilized except in conjunction with the program by Customer without the expressed written consent of AMLE and Consultant(s). Consultant(s)'s presentation shall not be audio recorded, video recorded, or broadcast without written consent of AMLE and Consultant(s).
3. **Facility:** Customer is solely responsible for providing the premises and facility for the program. Customer warrants that the facility shall be suitable for the program and the safety of Consultant(s) and participants and agrees to indemnify and hold AMLE harmless therefrom. Customer shall provide all necessary stage accessories and audio visual requirements listed in the Program Details above.
4. **Independent Contractor(s):** It is understood that Consultant(s) is an independent contractor(s) and not an employee(s) of AMLE. As such, both Consultant(s) and AMLE will be responsible for their own actions. Customer agrees to look to and to hold solely Consultant(s) liable for Consultant(s)'s actions or inactions. AMLE does not warrant or guarantee Consultant(s)'s work.
5. **Force Majeure:** In the event that any party or Consultant(s) is prevented from the performance of any obligation under this Contract due to circumstances beyond their control, such as acts of God, weather, illness, unforeseen emergency, cancellation by Consultant, hostilities, terrorist attacks, or civil disturbances, AMLE or Customer shall not be responsible to the other party for failure or delay in performance of its obligations under this Contract. AMLE or Customer shall promptly notify the other party of such force majeure condition. The terms of this paragraph shall not exempt, but merely suspend, any such party from its duty to perform the obligations under this Contract until, as soon as practicable, after a force majeure condition ceases to exist.
6. **Governing Law/Jurisdiction:** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, and any action regarding this Contract shall be brought in Franklin County, Ohio.
7. **Damages:** Neither party shall be liable for any indirect, incidental, punitive, special, or consequential damages, including loss of profits or revenue incurred by either party or any third party. Whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages. In no event shall either party's liability exceed the amount due or payable under this Contract.
8. **Promotion:** Consultant(s) and event may not be publicized until this Contract is signed by the parties.
9. **Evaluation:** Customer agrees to cooperate with the evaluation process provided by AMLE to Customer after the completion of the program.

The undersigned represent that they are authorized to sign and enter into this contract.

Customer: Sydney Zurich
 SIGNATURE: Sydney Zurich
 TITLE: Exec. Dir. Finance
 DATE: 4-12-24

SIGNATURE: _____
 TITLE: _____
 DATE: _____

Association for Middle Level Education (AMLE)
 SIGNATURE: [Signature]
 TITLE: CEO
 DATE: 5/9/2024



ADDENDUM A
Terms of Teleservices Assignment

PID: _____

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

Soliant Health, LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant Health, LLC for the hours worked by Telepractitioner under the following terms:

Telepractitioner: Barbara Brigham

Client: Duluth Public Schools ISD 709

Assignment Start Date: 09/03/2024

Assignment End Date: 06/06/2025

Position: Tele - DHH

Hours per Week: 40.0

Bill Rate per Hour \$100.00

Bill Rate is all-inclusive^(a)

Technology Fee: \$0.00

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous: N/A

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to VocoVision upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify VocoVision in writing within three (3) business days of alleged failure. Client's failure to notify VocoVision in writing within three (3) days period shall negate any Client invoicing dispute.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magus

Title: Superintendent

Date: 5/6/24



ADDENDUM B Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 324162 - Duluth Public Schools ISD 709

Print Name:

John Maghs

Title:

Superintendent

Date:

5/6/24

A handwritten signature in black ink, appearing to read "John Maghs", is written over the printed name and title.

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24



ADDENDUM D
VocoVision Equipment Policies

VocoVision Damaged Equipment Policy


If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas 
Title: Superintendent
Date: 5/6/24

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 26th and shall remain in effect until June 5th, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Tuesday's and Wednesday's following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is April 23rd, 2024 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 14 Days (attending 2 half-days per week. The District will pay 2 half-days per week @ \$140.00 per month), with the exception of June where the student will only attend 2 half days where we will pay \$28).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$140.00 monthly, with the exception of June where the student will only attend 2 half days where we will pay \$28.00 and is to not exceed \$210 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

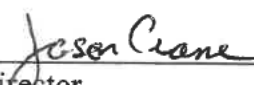
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		4/30/24
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

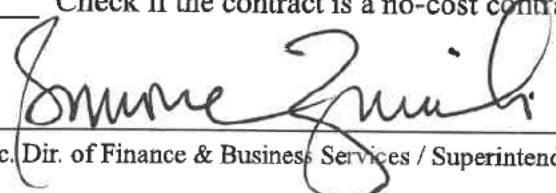
Please check the appropriate line below:

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

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

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

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

	5/2/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 3rd of April, 2024

BETWEEN:

Independent School District No. 709
OF THE FIRST PART
- AND -

Hope for Kids Childcare Center
OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Hope for Kids Childcare Center (the "Parties") entered into the contract (the "Contract") dated December 6, 2023, for the purpose of Preschool planning as required by a student IEP.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$157.50 per week at 3 days per week and \$3780 in total. This amendment would increase reimbursement not to exceed \$162 per week and \$2052 in total as of March 1st through July 5th.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

Contractor Signature

SSN or EIN

Date

Program Director

Date

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

This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

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

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

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

CFO/Superintendent of Schools/Board Chair

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 12th, 2024 and shall remain in effect until June 5th, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 301 W. St. Marie Street, Duluth, MN 55803.

The approximate date the service will begin is February 12th, 2024 for a total of 3 days @ \$52.50 per day, and shall not exceed 3 days at this rate. As of March 1st, 2024 the rate will increase to \$54 per day and shall not extend beyond June 5th, 2024; the contract is not to exceed a total of 38 Days at the new rate (The District will pay 3 days per week @ \$54 per day, not to exceed \$162 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$54 per day, starting March 1st, 2024 and \$2,209.50 in total. This amount includes the \$52.50 per day, for 3 days, in the month of February, 2024.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Hope for Kids Childcare Center at 301 W. St. Marie Street, Duluth, MN 55803.

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

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

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

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

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

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

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

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

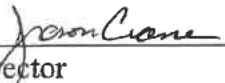
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		4/5/24
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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


Please check the appropriate line below:

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

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

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

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

	4/9/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 5th, 2024 and shall remain in effect until June 5th, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Tuesday, Wednesday, and Thursday, following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is April 5th, 2024 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 38 Days (attending 5 days per week. The District will pay 5 days per week @ \$700.00 per month, with the exception of June where the student will only attend 3 days where we will pay \$105.00).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$700.00 monthly, with the exception of June where the student will only attend 3 days where we will pay \$105.00 and \$1,505.00 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian Nursery School, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 11th, 2024 and shall remain in effect until June 5th, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 full days and 1 half day per week) Tuesday and Wednesday full days, and Thursday for a half day, following the Duluth School District calendar.

The AGENCY shall perform these services at: 4430 McCulloch St, Duluth, MN 55804.

The approximate date the service will begin is March 11th, 2024 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 34 Days (attending 2 full days and 1 half day per week. The District will pay 2 full days and 1 half day per week @ \$360.00 per month, with the exception of June where the student will only attend 2 full days and 1 half day where we will pay \$90).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$360.00 monthly, with the exception of June where the student will only attend 2 full days and 1 half day where we will pay \$90.00 and is to not exceed \$1170 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date

This Agreement is made and entered into as of the 3rd day of April 2024, by and between rSchoolToday ("RST"), a Florida Corporation and Duluth Denfeld High School (hereafter "DDHS").

The parties hereby agree as follows:

1. Obligations of the Parties

RST and DDHS will provide the services in the time frames and under the Rules of Engagement outlined in Attachment A.

2. Commencement of Contract

The Services shall begin on July 1, 2024.

3. Terms of Contract

As delineated in Attachment A.

4. Limitation of Liability

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement. Any damages shall be limited to the total fees paid within the most recent calendar year.

5. Notices

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

If to RST:
rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609

If to DDHS Billing Address:

Accounts Payable
709 Portia Johnson Drive
Duluth MN, 55811

6. Governing Law

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. General Provisions

- a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.
- b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of RST under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of RST so long as RST or its successor or its affiliate assumes full responsibility for such obligations.
- c) Each party represents that the individual executing this agreement on its behalf has the requisite power and authority to do so and that this agreement constitutes the valid and binding obligation of its corporation.
- d) In the event that either party brings an action against the other party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection therewith.

8. **Force Majeure**

Neither party shall be liable for failure to fulfill its obligations under this agreement if such failure is due to any cause or condition beyond such party's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, computer viruses, hardware failure, bandwidth supplier failures, decrees of governmental bodies or communications failure.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

rSchoolToday (RST)

By: _____

Name: Ray Dretske

Title: President and Co-Founder

Duluth Denfeld High School (DDHS):

By: _____

Simone Zunich

Name: Simone Zunich

Title: Executive Dir. of Finance & Business Services

PO Number: TBD

Email: simone.zunich@isd709.org

Phone Number: 218-336-8704 x1079

Billing Address: 709 Portia Johnson Drive
Duluth MN 55811

(Prepared by: Ruben Monroy)

Attachment A
Services, Terms and Grants

1.0) Services

RST will provide the following services to DDHS for use in facilitating more efficient operations:

rSchoolToday Activity Registration with SFTP Integration

2.0) Costs

2.1) Activity Registration

700-2,000 Students

Set Up Fee	\$300
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Annual Fee	\$950
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Training 3 hrs x \$80hr	\$240
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Sponsorship Grant	-\$300
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SFTP Integration (Includes Free Reduced Lunch)

Setup Fee	\$451
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Annual Fee	\$180
------------	-------

Total Year 1 Cost:	\$1,821
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(Subsequent Years: \$830 annually based on current pricing and sponsorship)

2.2) Credit Card Merchant Account

rSchoolToday offers Merchant Account service and has negotiated a nationwide discount through Pineapple. If you are taking credit card payments now, please allow us to do a comparison for you of how much you might save switching to rSchoolToday and Pineapple. There is no cost or obligation to receive the analysis.

Important Notes:

- No "per transaction" costs from rSchoolToday
- No costs for cash and check transactions
- Your money is deposited into your bank account within 24-48 hours

Credit Card Fees:

PINEAPPLE with Secure Vault Service

\$2.99% plus \$.30 per transaction

\$99 PCI annual compliance fee

\$0 Initial Set-up

\$0 Monthly Fee

\$0 Vault Fees

Customer Support & Technical Support

Unlimited customer support and technical support is always FREE to our schools and Associations. Unlimited free support is granted in exchange for your administrators having received training on their rSchoolToday programs.

Training

Training costs are not included in the total above because we can't know how much training you will want.

We offer instructor led on-site training or personal interactive Web Conference training to any number of participants. We can "Train the trainer" or train your whole staff if you like.

Training days or sessions can be split up across administrative groups or across various rSchoolToday applications as needed.

We will work with you to develop a training plan that suits your needs. There is no limit to the amount of training that you can have and ongoing training over time is money well spent in achieving the highest level of time and cost savings with the rSchoolToday product platform.

Training Costs:

- On Site Training - Half day (3-4 hours): \$500 + travel
- On Site Training - Full Day (6-8 hours): \$900 + travel
- Web Conference Training: \$80 per hour

Senior Trainers are highly experienced trainers across many different rSchoolToday Products. They are highly recommended in cases where you are implementing multiple rSchoolToday programs at once.

Senior Trainer Costs

- On Site Training - Half day (3-4 hours): \$600 + travel
- On Site Training - Full Day (6-8 hours): \$1080 + travel
- Web Conference Training: \$95 per hour

Travel expenses for on-site training will be billed separately and includes hotel, mileage, food, airfare (if applicable). It will also include \$35/hr for travel time when the round trip exceeds 1 hour.

3.0) Cost and Grant Summary

Total Amount:	\$2,121
Grant Amount:	-\$300
Net Year 1 Cost to DDHS:	\$1,821

(Subsequent Years: \$830 annually based on current pricing and sponsorship)

4.0) Included with the Service

rSchoolToday™ is a hosted service that DDHS purchases from RST. It includes the following:

- The chosen rSchoolToday Services
- All Web Hosting and Maintenance
- Nightly Data Back-ups
- All Bug Fixes
- All Product Upgrades and New Features Included
- Unlimited Technical Support
- Unlimited Bandwidth*
- Unlimited Disk Space*

* Based on "usual and customary" usage.

5.0) Ownership and Copyright

RST owns all rights to the rSchoolToday services and DDHS pays for the rSchoolToday service for its scheduling, publishing, registration, and marketing/promotional purposes. DDHS owns all text content relating to the classes, locations, activities, staff, students, parents, and organizations of the School District. DDHS agrees to allow rSchoolToday to provide Public view information (text, photos, audio, videos) to other entities, and rSchoolToday agrees to share evenly in the profits generated from so doing with DDHS.

rSchoolToday maintains a data privacy policy that addresses and fulfills state laws and requirements relative to the privacy of student data. That Policy is located as a footer link on all rSchoolToday applications that store student data. It may be updated as state laws change.

6.0) Term of Agreement

The term of this agreement shall be 36 months beginning on the commencement date. Invoices will be sent annually on the anniversary of the commencement date for the term of this agreement. After the initial term, the agreement will automatically renew annually unless written notice is given to RST 60 days before the end of the term. Pricing is not guaranteed to remain the same beyond the term of this agreement.

7.0) Payment

Payment is due within 30 days of receipt of an invoice. Other payment terms can be discussed if needed. Checks are made payable to:

rSchoolToday (RST)
550 North Reo Street, Suite 300
Tampa, FL 33609
Business Office Phone: 952-960-4999
Business Office Fax: 763-592-8039
Business Office Email: finance@dwebsite.net

NOTE: AS SOON AS RSCHOOLTODAY RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE THE SET-UP FORM TO FILL OUT. RSCHOOLTODAY NEEDS BOTH THE SIGNED CONTRACT AND THE SET-UP DATA TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP OR TO EMAIL YOUR SIGNED CONTRACT TO US.

Ruben Monroy

This Agreement is made and entered into as of the 2nd day of April 2024, by and between rSchoolToday ("RST"), a Florida Corporation and Duluth East High School (hereafter "DEHS").

The parties hereby agree as follows:

1. Obligations of the Parties

RST and DEHS will provide the services in the time frames and under the Rules of Engagement outlined in Attachment A.

2. Commencement of Contract

The Services shall begin on July 1, 2024.

3. Terms of Contract

As delineated in Attachment A.

4. Limitation of Liability

In no event shall either party be liable to the other party for any special, consequential, or indirect damages in connection with this agreement. Any damages shall be limited to the total fees paid within the most recent calendar year.

5. Notices

Any notices permitted or required hereunder shall be deemed given when deposited in the United States mail with postage prepaid and addressed as follows:

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rSchoolToday
550 North Reo Street, Suite 300
Tampa, FL 33609

If to DEHS Billing Address:
Accounts Payable
709 Portia Johnson Drive
Duluth, MN 55811

6. Governing Law

This agreement shall be governed by and shall be construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions. If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. General Provisions

a) This agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by officers of both parties.

b) Neither party to this agreement may assign its rights or obligations under this agreement without the express prior written consent of the other party, such consent not to be unreasonably withheld or delayed, except that the obligations of RST under this agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of RST so long as RST or its successor or its affiliate assumes full responsibility for such obligations.

c) Each party represents that the individual executing this agreement on its behalf has the requisite power and authority to do so and that this agreement constitutes the valid and binding obligation of its corporation.

d) In the event that either party brings an action against the other party to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover its reasonable costs and expenses, including reasonable attorney's fees, incurred in connection therewith.

8. Force Majeure

Neither party shall be liable for failure to fulfill its obligations under this agreement if such failure is due to any cause or condition beyond such party's reasonable control, such as: natural disaster, acts of God, strikes, fire, floods, war, riot, electrical power failure, computer viruses, hardware failure, bandwidth supplier failures, decrees of governmental bodies or communications failure.

IN WITNESS WHEREOF, the parties have executed and delivered this agreement, on the day first above written.

rSchoolToday (RST)

By: _____

Name: Ray Dretske

Title: President and Co-Founder

Duluth East High School (DEHS):

By: _____

Simone Zunich

Name: Simone Zunich

Title: Executive Director of Finance & Business Services

PO Number: TBD

Email: simone.zunich@isd709.org

Phone Number: 218-336-8704 x1079

Billing Address: Accounts Payable
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(Prepared by: Ruben Monroy)

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(Subsequent Years: \$830 annually based on current pricing and sponsorship)

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Important Notes:

- No "per transaction" costs from rSchoolToday
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Unlimited customer support and technical support is always FREE to our schools and Associations. Unlimited free support is granted in exchange for your administrators having received training on their rSchoolToday programs.

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NOTE: AS SOON AS RSCHOOLTODAY RECEIVES THE SIGNED CONTRACT, YOU WILL RECEIVE THE SET-UP FORM TO FILL OUT. RSCHOOLTODAY NEEDS BOTH THE SIGNED CONTRACT AND THE SET-UP DATA TO PROCEED WITH SETTING UP YOUR APPLICATION. PLEASE CONTACT contracts@rschooltoday.com IF YOU HAVE ANY QUESTIONS ABOUT YOUR SET-UP OR TO EMAIL YOUR SIGNED CONTRACT TO US.

Ruben Monroy