

September 9, 2022

VelocityEHS
Attn: Nicole Zancani
222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654

RE: QUOTE #Q-145730 – On-Site Chemical Inventory - District-Wide

Dear Ms. Zancani:

Attached please find a copy of the agreement between ISD #709 and VelocityEHS for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **September 16, 2022**:

- **Agreement**

Provide the following by **September 16, 2022** (please email to matthew.johnson@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy) - **RECEIVED July 11, 2022 - EXP 12/12/2022**
- Please note the change of address for ISD 709:

4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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

Prior to final payment, the following is required:

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

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/lst

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and VelocityEHS, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

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

2. **Performance.** Perform all work as defined in QUOTE # Q-155266 - eBinder Valet Service & indexing for a lump sum of \$19,818.60 based on work scope details provided by ISD 709, and covers all related administrative expenses as well as the estimated costs associated with the eBinder Valet and Special Indexing services. No additional charges will be incurred without prior approval from ISD 709 Facilities Management.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal Q-155266;
3. Contractor's Insurance Policy;
4. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for a lump sum of \$19,818.60. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to VelocityEHS, 222 Merchandise Mart Plaza, Suite 1750, Chicago, IL 60654.

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

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

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

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

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

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

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

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

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

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

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

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

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

insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

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

<u>ISD 709 Employee</u>	<u>Position</u>
John Magas	Superintendent of Schools

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

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

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

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

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

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors,

material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

 75ED5E0B1CFE0483
 VelocityEHS SSN/Tax ID Number 9/12/2022
Date

DocuSigned by:

 B6DDF2F2BA8E40F
 Program Coordinator - Health & Safety 9/12/2022
Date

DocuSigned by:

 1AEAE24B3495423
 Program Director - Facilities Management 9/12/2022
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	005	865	352	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

 0B4602F1461A48B...
 CFO / Superintendent of Schools / Board Chair 9/20/2022
Date



CUSTOMER ORDER FORM

222 Merchandise Mart Plaza, Suite 1750
Chicago, IL 60654
Ph: 312.881.2000
Fax: 866.320.1021
Tax ID #: 04-3626476

Contract Number: Q-155266
Issued Date: 9/7/2022
Issued By: Nicole Zancai
Offer Valid Through: 9/30/2022

Customer Information

Customer: Independent School District 709
D-U-N-S® Number: 071501092

Attn: Matthew Johnson
Address: 4316 Rice Lake Rd Ste 108,
Duluth, MN United States

Terms & Conditions

Related Contract: 00041046
Contract Start Date: 9/30/2022
Contract End Date: 7/16/2024
Initial Term: 22 Months

Payment Terms:
Billing Frequency:
Annual Price Adjustment:

Subscriptions & Services

Item	Type	Qty	9/30/2022 to 7/16/2023	7/17/2023 to 7/16/2024
eBinder Valet Service	One-Time	2459	\$18,436.59	
English	One-Time	1		
Initial Indexing	One-Time	1		
English	One-Time	1		
Indexing Field - Archiving/ Inactivating	One-Time	923	\$1,382.00	
	Total:		\$19,818.60	\$0.00

This Customer Order Form, including all Exhibits, and the Services provided hereunder are governed by the terms and conditions of the VelocityEHS Master Subscription and Services Agreement, as posted on <https://www.ehs.com/mssa>, which is hereby incorporated into this Customer Order Form (the "Agreement"). By signing below, Customer agrees to be bound by such terms and conditions as of the date of signing. VelocityEHS may deem this Customer Order Form null and void if the executed agreement is not received by VelocityEHS by the "Offer Valid Through" date listed above, or if the document is returned with handwritten changes.

Independent School District 709

DocuSigned by:

Simone Zurich

084662F1461A486...

Signature:

Name: Simone Zurich

Title: Executive Dir Bs Services

Date: 9/20/2022

VelocityEHS

DocuSigned by:

John Furey

75E05E0B1CED465...

Signature:

Name: John Furey

Title: AVP, sales

Date: 9/12/2022



CUSTOMER ORDER FORM

Exhibit A

Service - eBinder Valet: VelocityEHS will build the Customer's electronic SDS library (eBinder) by sourcing the English language SDS that corresponds to each line item on a Customer-supplied inventory list for a flat fee of 18,436 USD based on there being up to 2459 line items.

- Customer-supplied inventory list must be pre-approved, preferably supplied in VelocityEHS eBinder Valet template. Inventory list must include product name and manufacturer name; inclusion of product code(s) is preferred.
- **EBV should encompass the level 1 and level 2 location organization on the attached document.**
- Standard Indexing package will be applied. Includes the following fields: Product Name, Product Synonyms, Product Code, Manufacturer Name, Supplier Name, SDS Revision Date, Regulatory Format and Primary CAS Number.
- Additional fields may be indexed upon request (additional charges may apply).
- If the total number of inventory line items submitted falls below 2459, VelocityEHS will grant additional SDS Requests and SDS Uploads as credit.
- An additional charge of 7 USD per line item will be assessed if the number of inventory line items exceeds 2459.
- VelocityEHS will obtain approval prior to proceeding on any work that will result in additional charges.

Services – Special Indexing: VelocityEHS will review the SDSs in the Customer's electronic SDS library (eBinder) in order to capture and input select data into the applicable MSDSONline system data field(s) for a flat fee as represented on page 1 of this agreement, based on the total number of SDSs reviewed.

- Indexing will be completed in the English language on the fields displayed in the Products and Services table on this agreement.
- Additional fields may be indexed upon request (additional charges may apply).
- If the total number of SDSs reviewed falls below the total number listed in quantity on the Products and Services table, VelocityEHS will grant additional SDS requests and SDS uploads as credit.
- An additional charge will be assessed per SDS reviewed at a cost of \$1.50/line item for First Aid, Ingredient, Physical Properties and GHS Classification & Labelling indexing and \$1/line item for all other fields. If indexing fields are determined by regulatory format, the application of overage fees may vary.
- VelocityEHS will obtain approval prior to proceeding on any work that will result in additional charges.

This Customer Order Form amends agreement Q-46710. Fees listed on this Customer Order Form are additive to agreement Q-46710. Items with a charge type of "annual" may be prorated to align with the base subscription period and may not reflect future annual amounts.

All fees are in USD. Initial year fees with a charge type of "annual", and all "one-time" fees where the total is \$25,000 or less, will be invoiced in full and are due within 30 calendar days of the execution of this Customer Order Form, unless otherwise noted. Where "one-time" fees total more than \$25,000, VelocityEHS will invoice 50% of the fees on the first invoice. THESE FEES ARE NON-REFUNDABLE and good financial standing with VelocityEHS will be required for continued work on all services projects. All remaining "one-time" fees will be invoiced 90 days from execution of this Customer Order Form and are due 30 days from invoice creation date. The Subscription period will commence on the Contract Start Date, as noted on page one (1) of this agreement; the Contract End Date will become the subscription "anniversary date". Subsequent year "annual" fees will be invoiced between 45 and 60 days before each anniversary date, with payments due prior to each anniversary date. Sales tax associated to this Order will appear on the invoice, where applicable.

All contracts for SDS authoring, translation and/or regulatory consulting are on a "use it or lose it" basis. When a project is closed due to unresponsiveness (lack of Customer response or engagement for 60 consecutive days), or Customer is unable or unwilling to obtain the required data to commence the project, or Customer no longer requires the full value of the agreement, remaining fees on the Customer Order Form will be forfeit and any remaining balance invoiced on the date of closure. FEES ARE NON-REFUNDABLE. SDS Authoring, translation and/or regulatory consulting fees are non-transferable to other VelocityEHS products and services.

AGREEMENT

This Agreement ("Agreement") is entered into by and between ABM Industry Groups, LLC. ("ABM") and Independent School District No. 709, Duluth Public Schools ("District").

WHEREAS, ABM is a Delaware limited liability corporation that is in the business of providing labor services, including cleaning services; and

WHEREAS, ABM and the District are entering into this Agreement to document the terms under which ABM employees will provide cleaning services to the District;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, ABM and the District agree as follows:

1. **Term.** This Agreement will take effect on September 19, 2022 and will automatically terminate on June 30, 2023, unless either party exercises its right to terminate the Agreement earlier. Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party.

2. **Cleaning Services.** During the term of this Agreement, ABM will assign up to 8 ABM employees to provide cleaning services eight hours per day, five days per week, excluding designated holidays, as determined by the District. ABM and the District will establish a schedule identifying the times these hours will be worked by ABM employees during the day. The District will designate the locations where the ABM employees will provide the cleaning services. The District will also designate the spaces to be cleaned and the manner in which they are to be cleaned.

3. **Billing and Payment.** On a monthly basis, ABM will bill the District at the rate of Thirty dollars and 32 cents (\$30.32) per hour for actual hours worked by ABM employees who performed cleaning services for the District pursuant to this Agreement during the previous month. The District will pay the bill within fifteen calendar days after receipt of the bill, unless the District has a good faith basis for disputing part of the bill, in which case the District will pay the part of the bill that is not in dispute. If the District fails to pay an undisputed amount within fifteen calendar days after receipt of the bill, the District will be responsible for paying a late charge in the amount of 2% of the outstanding undisputed amount.

4. **Defense and Indemnification.** ABM hereby agrees to defend, hold harmless, and fully indemnify the District, including its school board members, officials, employees, agents, representatives, and insurers against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including attorneys' fees, for any actual or claimed injury to property or person to the extent caused by any negligent act or omission by ABM or any of its employees, officers, directors, agents, or independent contractors. To the extent permitted by law, the District hereby agrees to indemnify ABM, including its officials, employees, agents, representatives, and insurers against any and all claims, demands, suits, costs, judgments, or other forms of liability, actual or claimed, including attorneys' fees, for any actual or claimed injury to property or person that arises out of any acts of negligence committed by any District employee while acting within the scope and course of his/her employment. The parties' duty to defend and indemnify the other for acts or omissions that occur during the term of this Agreement survives the expiration and termination of this Agreement.

5. **Insurance.** At its own expense, ABM must maintain liability insurance for its business throughout the term of this Agreement. Such insurance must be in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. The District must be named as an additional insured on the policy of liability insurance. ABM must provide the District with proof of such insurance.

6. **Data Privacy.** To the extent, if any, that ABM or any of its employees acquires access to any private educational data on any students of the District or private personnel data on any employees of the District, ABM agrees that it will be subject to the requirements of the Minnesota Government Data Practices Act and that it must comply with those requirements as if it were a public school district.

7. **Criminal Background Check.** Consistent with Minnesota Statutes section 123B.03, subdivision 1(c), ABM must conduct a criminal background check on every individual who provides services pursuant to this Agreement. ABM must provide certification of the criminal background check to the District and must specifically notify the District if an employee has ever been convicted of a crime, the nature of the offense, and the year in which the offense occurred. The District may reject any ABM employee who has been convicted of committing a crime that may, in the District's judgment, impact the employee's suitability to provide services in a school setting.

8. **Notices.** ABM must provide all notices by electronic mail or U.S. Mail to the District's Manager of Facilities, David Spooner, and the District must provide all notices by electronic mail or U.S. Mail to ABM's District Manager, Jeremy Greening. The following email addresses will be used:

For the District:

David.Spooner@isd709.org

4316 Rice Lake Road, Suite 108

Duluth MN 55811

For ABM:

Jeremy.Greening@abm.com

ABM Industry Groups, LLC

965 Decatur Ave N

Golden Valley MN 55427

Either party may designate a different addressee or email address at any time by giving written notice to the other party. Notice that is delivered by mail must be sent to the entity's regular mailing address and is effective upon mailing. Notice that is delivered by email is effective upon successful transmission.

9. **Relationship of the Parties.** Nothing in this Agreement may be construed to create an employment relationship, partnership, joint venture, or joint enterprise between ABM and the District. The parties have no authority or power to take any action that could legally bind the other party. Each party is considered to be an independent contractor relative to the other party, and the relationship of the parties is governed exclusively by this Agreement. ABM maintains full control over all ABM employees, agents, and representatives, and ABM employees may not be considered to be regular employees, loaned employees, agents, or representatives of the District for any purpose, including, but not limited to, liability, insurance, taxes, collective bargaining, and compliance with employment laws. ABM is responsible for the actions of ABM employees. ABM is responsible for paying the wages of all ABM employees in accordance with the law and for

having all required forms of insurance in place for ABM employees, including, but not limited to, workers' compensation insurance and unemployment compensation insurance.

10. **Equal Employment Opportunity.** ABM and the District each agree to provide equal opportunities to their respective employees and applicants for employment in accordance with all applicable federal, state, and local laws. No person may be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program, service, or activity on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, transgender status, HIV status, public assistance status, creed, or national origin.

11. **No Discrimination.** Neither ABM nor the District may discriminate against any student or employee based on any protected class status, including, but not limited to, race, color, religion, age, sex, disability, marital status, sexual preference, transgender status, HIV status, public assistance status, creed, or national origin.

12. **Choice of Law and Forum.** This Agreement is governed by the laws of the State of Minnesota. All legal proceedings arising out of this Agreement, including any breach of this Agreement, must be commenced in Minnesota state or federal court.

13. **Severability.** If any provision of this Agreement is held to be unenforceable by a court of law, the remaining portions of the Agreement will continue in full force and effect.

14. **Equal Drafting and Copies.** In the event either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties. A copy of this Agreement will have the same legal effect as the original.

15. **Entire Agreement.** This Agreement reflects the entire agreement between the parties. No party has relied on any statement, promise, inducement, or representation that is not expressly stated in this Agreement. This Agreement supersedes any and all prior statements and agreements between ABM and the District. No waivers or modifications of this Agreement will be valid unless both parties agree to the waiver or modification in writing, as evidenced by a duly signed addendum to this Agreement.

ABM INDUSTRY GROUPS, LLC.

NO. 709

By: Jennifer Langfield
DocuSigned by:
9EBFEB5395E642F...

Jennifer Langfield, Sr. Branch Manager

9/22/2022

Date: _____

INDEPENDENT SCHOOL DISTRICT

By: Simone Zunich
DocuSigned by:
9B4602F1461A4BB...

Simone Zunich, CFO

9/22/2022

Date: _____

SPIRIT OF THE LAKE
Guidelines for
TRANSPORTATION REIMBURSEMENT
2022 - 2023

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days } \times \underline{\hspace{2cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

(One round trip from home to school)

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2022-2023 school year one family reimbursement is maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2023.

SCHOOL NAME

BY 
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY 
Director of Business Services

Budget Code
03 E 013 760 720 360 000

Lakeview Christian Academy
Guidelines for
TRANSPORTATION REIMBURSEMENT
2022 - 2023

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days } \times \underline{\hspace{2cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

(One round trip from home to school)

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2022-2023 school year one family reimbursement is maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2023.

SCHOOL NAME _____

BY _____

[Signature]
Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY _____

[Signature]
Director of Business Services

Budget Code

03 E 013 760 720 360 000

Many Rivers Montessori
Guidelines for
TRANSPORTATION REIMBURSEMENT
2022 - 2023

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{2cm}} \text{ days} \times \underline{\hspace{2cm}} \text{ miles} \times 38 \text{ Cents per mile} = \text{reimbursement.}$$

(One round trip from home to school)

3. Mail or bring "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2022-2023 school year one family reimbursement is maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 9, 2023.

SCHOOL NAME _____

BY _____

Its Director

INDEPENDENT SCHOOL DISTRICT NO. 709

BY _____

Director of Business Services

Budget Code

03 E 013 760 720 360 000

Site Agreement



The purpose of this agreement is to establish the basic parameters of the Service Site's participation in AmeriCorps with Reading & Math, Inc. DBA Ampact for the 2022-2023 program year. Reading & Math, Inc. administers AmeriCorps programs that provide AmeriCorps members as a resource. This Agreement is valid through July 31, 2023 .

A. AmeriCorps programs: Reading Corps, Math Corps, Early Learning Corps, Recovery Corps, Climate Impact Corps, Heading Home Corps, Public Health Corps, and any other AmeriCorps program administered by Reading & Math, Inc. are AmeriCorps programs. AmeriCorps is a national service program that engages people in a commitment to service in meeting needs in their local communities. For more information, visit www.americorps.gov.

B. Parties to this agreement:

- 202 - Duluth Public School District, Duluth, Minnesota 55802
- 1127 - Congdon Park Elementary, Duluth, Minnesota 55812
- 1324 - Homecroft Elementary, Duluth, Minnesota 55803
- 1417 - Lakewood Elementary, Duluth, Minnesota 55804
- 1461 - Lowell Elementary, Duluth, Minnesota 55811
- 1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
- 1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807
- 933 - Stowe Elementary, Duluth, Minnesota 55808

hereafter referred to collectively as "Service Site"

Reading & Math, Inc. DBA Ampact, 1200 S Washington Ave, Ste 310, Minneapolis MN 55415, hereafter referred to collectively as "Program"

C. Definitions:

1. **AmeriCorps Member.** Individual who makes a commitment to serve for one term through the Program in a specific Program position, as listed in addendum. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a "member".
2. **Service Site.** This is the partner organization that hosts an AmeriCorps member to perform their service activities as outlined in their position description.

3. Internal Coach and/or Site Supervisor. Designee of the partnering Service Site who provides regular on-site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.
4. Program Staff. Any employee of Program who provides oversight and management for the Program including, member recruitment/management, site management, coaching, and compliance with AmeriCorps regulations.
5. AmeriCorps. Federal agency for all AmeriCorps programs. Hereafter referred to as "AmeriCorps" or "the Corporation".

D. **Early termination:** Any party to the Agreement can cancel the Agreement in writing at any time. At Program's discretion, the Service Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Service Site's awarded members for the current program year and immediate termination of this Agreement.

E. **Grievance Procedure:** Service Site will inform Program, in writing, of any instance in which the Service Site wishes to initiate the grievance procedure that is maintained by the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the AmeriCorps Inspector General at <https://www.americorps.org/> or by calling 1-800-452-8210.

TERMS AND CONDITIONS OF AGREEMENT

- 1) **Commitment to the Program Objectives and Model:** The Service Site and Program agree to commit to Program objectives and Program Model, as articulated in the addendum(s).

- 2) **AmeriCorps Service Environment**
 - a) **Safe service environment:** The Service Site agrees to provide the AmeriCorps member with a safe service environment. Service Site will ensure members are provided with health and safety materials comparable to that provided to Service Site staff and volunteers. Service Site will provide training to members on site-specific safety policies and protocols.

 - b) **Inclusive service environment:** Program values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present within our Program. Program believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. Program and Service Site commit to a continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by Service Site or Program or its partner organizations that are not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between Program and the Service Site could be terminated.

 Service Site will provide the AmeriCorps member with a welcoming and inclusive service environment. Service Site will treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list), listing in staff directory, providing a name badge if needed, etc. Service Site staff will introduce member at a staff meeting or similar setting.

 - c) **Site staff engagement:** Service Site will educate all staff about the purpose of the member position and Program, with support from Program Staff as needed. Leadership at the Service Site should be strong advocates for Program to garner staff support and buy-in.

 - d) **AmeriCorps signage:** Service Site will post an AmeriCorps sign provided by Program in a visible location, such as a front office, lobby, or other area frequented by visitors or the public, to identify the organization as an AmeriCorps site.

 - e) **Prohibited Activities:** Service Site will post the full list of Prohibited Activities provided by Program in the member's workspace.

 - f) **Non-displacement:** Service Site will ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate service may include but are not limited to substituting or filling in for paid staff, inclusion in a staff to student/participant ratio, and administrative work not related to the Program.

 - g) **Accessibility:** Service Site must be accessible to people with disabilities.

- h) **Reasonable accommodations:** In accordance with the Americans with Disabilities Act, any member with a disability known to Program may request a reasonable accommodation to enable performance of the essential functions of the AmeriCorps position. When this occurs, Program makes individualized decisions based on cooperative communications with the member and the Service Site. The Service Site shall work cooperatively with Program to facilitate this process as needed.
- i) **Computer access and liability:** Ensuring compliance at all times with the terms and conditions of Paragraph 5 (Data Management and Privacy) below, the Service Site shall provide members with access to a computer or other electronic device as follows:
- i) Members must have access to a computer with a suite of office tools (Microsoft, Google, etc.) and Internet for Program-related purposes (i.e., completing time sheets, entering participant data in an online database, checking Program email, etc.). The computer used by the member must have a modern web browser (Chrome, Firefox, Safari, or Microsoft Edge) installed in either the browser's current or next most recent version and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Program-related tasks and reviewing online Program support and training materials
 - ii) Sites are encouraged to issue an email address. This is required if common email providers are blocked at the Service Site.
 - iii) Portable devices
 - (1) Any portable device issued to a member by the Service Site shall be solely on the basis of a written technology agreement defining the terms of use, including at least: whether and when the device can be transported out of the Service Site, procedures to be followed in the event of loss of the device, and any specific data protection requirements.
 - (2) By execution of this agreement, the Service Site agrees to cleanse the device of confidential data as defined in Paragraph 5) below. At the request of Program, the Service Site will provide written assurance that the device has been cleansed of confidential data as defined in Paragraph 5) below.
 - (3) During and following the term of service, the Service Site shall bear the full risk of loss of any such device or its data.
- j) **Workspace:** Service Site will provide members with a reasonable and quiet workspace to work with individuals, including access to a locked drawer to store confidential participant data.
- k) **Materials, Supplies, and Equipment:** Program will provide any instructional resources and manuals required by AmeriCorps members to understand and implement the Program Model. Service Site will provide any materials, supplies, and/or equipment used by the member in carrying out service activities at or on behalf of the Service Site, including but not limited to photocopies, office supplies, and specialized equipment.
- l) **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Service Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy.

The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with AmeriCorps rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]

3) Member Recruitment and Selection

- a) **Recruitment:** The Service Site will work in collaboration with Program Staff to recruit and fill its positions by the deadlines set by Program. The Service Site will utilize recruitment materials provided by Program to recruit individuals to serve in their site. Individuals should be directed to apply on Program's website.
- b) **Interview:** Program Staff will screen all applications, conduct phone interviews, and manage final interviews and offers for all candidates.
- c) **Selection:** Program Staff have the responsibility and authority to extend an offer for a position to an applicant. The Service Site will not extend an official offer to any applicant; it may, however, give its recommendation to Program Staff who are responsible for making an offer.

Program Staff reserve the right to make the final decision regarding the selection of members to enforce a fair and equitable hiring process. Program will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

- d) **Background checks:** Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). Program will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. Program will notify Service Sites if the applicant did not clear the background check according to the Program and AmeriCorps policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Background check results will not be shared with the Service Site where prohibited by law. Service Sites must indicate in this Agreement if it intends to conduct its own additional background check. Service Site assumes all responsibility for costs associated with additional background checks. A member may not be asked to pay for the cost of a background check.
- e) **Replacing members:** In most cases, the site may not replace a member who exits the Program early. However, sites are allowed to replace a member who terminates service before

completing 30 percent of the term.

- f) **Transferring members:** The Program reserves the right to transfer members from one partner organization to another partner organization in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a member on a case-by-case basis.
- g) **Prohibition on member employment at Service Site:** Members should not obtain paid employment at their Service Site while simultaneously enrolled as an AmeriCorps member (excluding positions in a Professional Corps grant). If your member expresses interest in onsite employment opportunities or is already employed by the Service Site, Program Staff should be consulted to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38).

Additionally, Service Site may not hire its member (or a member currently serving at another Service Site) as a staff person during their term of service as it would require a member to cease their service with AmeriCorps. Every reasonable effort should be made by the site to support a member in the successful completion of their Program commitment.

4) Member Management and Supervision

- a) **Internal Coach and/or Site Supervisor:** The Service Site must designate a person(s) to be the Internal Coach and/or Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). If this person is not designated prior to the member starting, the site Administrator/Director assumes responsibility for this role until a staff person is named. This person cannot be an AmeriCorps member.

The Service Site must allow sufficient time for Internal Coach/Site Supervisors to fulfill their Program responsibilities, including completing required Program training and attending scheduled meetings. The time commitment is approximately 6-9 hours per month to support each member, plus required training.

If the designated Internal Coach/Site Supervisor is not able to complete the program year (e.g., they take a leave of absence from their position at the site), the Service Site is required to designate someone to be the Internal Coach/Site Supervisor for the remainder of the program year.

The duties of the Internal Coach and/or Site Supervisor include:

- i) **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for regular check-in meetings with each member.
- ii) **Member Safety:** In the event of a disaster or emergency that requires the closure of the Service Site (i.e. public health emergency, bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Internal Coach/Site Supervisor is responsible for notifying Program

Staff immediately so that Program can enact an alternative service plan for the AmeriCorps member.

- iii) **Member time sheet approval:** Establish a sign-in and sign-out procedure on-site to verify hours served by the member. Approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance will be delayed until the following pay period and the time sheet is approved.
- iv) **Set member schedule:** Develop a schedule with the member that includes:
 - (1) The ability to serve a minimum weekly number of hours that aligns with the member's commitment as stated in their Member Service Agreement. (See Program-specific addendum for details.)
 - (2) A full caseload of participants as defined by Program.
 - (3) Adequate time for data entry and meeting time with the Internal Coach/Site Supervisor.
 - (4) Time to attend all required training and/or events.
- v) **Data checks:** Review data collected by members on a regular basis to ensure accuracy and complete reporting of services provided. Internal Coaches/Site Supervisors can determine the most convenient method for themselves to monitor data collection.
- vi) **Performance management:** Set clear expectations for the member at the start of their term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with Program Staff and Service Site Administrators/Directors (if applicable) if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Service Site does not have the authority to terminate a member but does have the authority to contact Program Staff to enact the Program performance management procedure, which includes providing documentation required for the member's personnel file.
- vii) **Training completion:** Complete required training as scheduled by Program.
- viii) **Program site visits:** Participate, as required or requested, in visits by Program.
- b) **Member training:** Program Staff will coordinate the logistics for the member and Internal Coach/Site Supervisor trainings for Program that occur throughout the year. The Service Site will include members in relevant on-site training and/or staff meetings as part of their AmeriCorps service. Any expenses related to this training (e.g. food) are paid for by the Service Site.
- c) **Content specialists:** Program supports services sites and members by providing content specialists that support the implementation of the Program model at Service Sites. (See Program-specific addendum for details.)

- d) **Meetings and site visits:** Program Staff will conduct meetings and/or site visits, as needed, during the year with members and contacts of the Service Site.
- e) **Monitoring Program requirements:** Program Staff will track and monitor each member's progress in completing Program requirements and provide timely updates to the Internal Coach/Site Supervisor to ensure members will complete required service hours by the end of their term of service.
- f) **Member personnel file:** Program is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.).
- g) **Member benefits:** Program is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, child care reimbursement, and any additional benefits for which the member qualifies.
- h) **Worker's Compensation or Accidental Death & Dismemberment:** Program will cover AmeriCorps members under a Worker's Compensation or Accidental Death & Dismemberment policy as required by state law.
- i) **Conflict resolution:** Program Staff work together with Service Site staff, including the Internal Coach/Site Supervisor, in resolving any member issues.

5) Data Management and Privacy

- a) **Data management systems:** Program will provide a secure, online data management system for tracking participant information and progress.
- b) **Participant Data:** The Service Site will support members in collecting data for participants who receive services from the Program, as detailed in the Program-specific addendum. Data is maintained online in a secure, data-privacy-compliant system. Service Sites are responsible for completing data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.
- c) **Data Privacy:** Program is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected or made available due to the nature of the Program. This information includes, but is not limited to, the PII of AmeriCorps members, Service Site staff, or Program participants.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

“Breach” is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

Program protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where it is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

Program Staff must be notified immediately if any representative of the Service Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

- 6) In-Kind Contribution Reporting:** Program is required to collect information from the Service Site about non-monetary (in-kind) contributions to the Program to fulfill federal funder obligations. In-kind contributions are required to eliminate or reduce the need to charge a site fee for participation in the program.

The site’s in-kind contribution is required for the Program to operate and includes but is not limited to the monetary value of the space, supplies, and staff involved in operating the program.

Service Site will complete an in-kind contribution report for space and supply contributions once each program year. Space and supply contributions may include but are not limited to workspace, office furniture, phone/Internet, computer, tablet, or other devices, office supplies, or any other supplies or equipment regularly used by the member to conduct their service.

The in-kind contribution of staff time will be collected regularly for Internal Coaches/Site Supervisors or other staff who dedicate time to the Program. The value of the contribution will be calculated by the number of hours staff dedicate to the Program multiplied by the staff member’s hourly wage based on salary and/or benefits provided by the Service Site.

To comply with the regulation of our federal funder, Program may be required to conduct a National Service Criminal History Check on Internal Coaches/Site Supervisors, which includes: (1) National Sex Offender Check, (2) State of Residence and State of Service background checks through our background-check vendor, and (3) Fingerprint-based FBI check.

FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:
1. Attempting to influence legislation;
 2. Organizing or engaging in protests, petitions, boycotts, or strikes;
 3. Assisting, promoting, or deterring union organizing;
 4. Impairing existing contracts for services or collective bargaining agreements;
 5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 8. Providing a direct benefit to:
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
 9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services;
 11. Such other activities as the Corporation may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited.

Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities. AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary

purpose of engaging in one of the activities listed above.

- B. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

A. **Supplantation:**

Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. **Non-Duplication:**

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

C. **Non-Displacement:**

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
 - I. Will supplant the hiring of employed workers; or
 - II. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
 - I. Presently employed worker;
 - II. Employee who recently resigned or was discharged;
 - III. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out.

[45 CFR 2540.100 (f)]

FEDERAL POLICY: NON-DISCRIMINATION POLICY

Program does not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Program.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc. DBA Ampact

1200 S. Washington Ave, Ste 310, Minneapolis, MN 55415
humanresources@ampact.us or (612) 206-3030

Equal Opportunity Program (EOP)

AmeriCorps
1201 New York Ave NW, Washington, DC 20525
Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

Program makes every effort to ensure that service sites have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Internal Coach/Site Supervisor, site contact, and/or Program Staff. If Service Site is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. Program will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures.

Any member who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Program Staff.

Note to Service Sites: In any case of discrimination related to an AmeriCorps member, the Service Site must contact Program Staff before taking action.

Full text of the AmeriCorps Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Internal Coaches/Site Supervisors at the beginning of each program year.

Additional Requirements from the Service Site

Service Site should use the checkboxes and/or text boxes below to indicate any other requirements or conditions of partnership required by Service Site.

Service site requires additional background check conducted on AmeriCorps members

Optional: Please provide any additional information related to background check required by the Service Site

Service site requires AmeriCorps members to be fully vaccinated against COVID-19 and/or submit to regular COVID-19 testing

Optional: Please provide any additional information related to COVID-19 vaccination and/or testing requirements

Service site requires AmeriCorps members submit to tuberculosis testing

Optional: Please provide any additional information related to required tuberculosis testing

Service site has additional requirements of AmeriCorps members and/or Program outlined below:

Required if box above is checked: Please explain any additional requirements of AmeriCorps members and/or Program required for partnerships

^{DS}


Any additional requirements by the Service Site have been reviewed and approved by Program Director of Partnerships or their representative prior to signature by Program Managing Director.

CERTIFICATION

This Site Agreement and attached Program-specific addendum(s) serve as an agreement between the Service Site and the Program for the stated program year. The terms of this agreement will end on July 31, 2023 . Amendments to this agreement shall be done in writing.

The Parties will mutually agree to specific Programs to be provided by Reading & Math, Inc. DBA Ampact and attach them to this Agreement in the Addendum(s).

Member Award

Congdon Park Elementary (K3 Math): 1 K-3 Math Tutor
Congdon Park Elementary (Reading): 3 Reading Tutors
Homecroft Elementary (K3 Math): 1 K-3 Math Tutor
Homecroft Elementary (Math): 1 4-8 Math Tutor
Homecroft Elementary (Reading): 2 Reading Tutors
Lakewood Elementary (Reading): 2 Reading Tutors
Laura MacArthur Elementary (K3 Math): 1 K-3 Math Tutor
Laura MacArthur Elementary (Math): 1 4-8 Math Tutor
Laura MacArthur Elementary (Reading): 3 Reading Tutors
Lowell Elementary (Reading): 2 Reading Tutors

Myers-Wilkins Elementary (K3 Math): 1 K-3 Math Tutor
Myers-Wilkins Elementary (Math): 2 4-8 Math Tutors
Myers-Wilkins Elementary (Reading): 3 Reading Tutors
Stowe Elementary (Math): 1 4-8 Math Tutor
Stowe Elementary (Reading): 1 Reading Tutor

This award may be changed by request of the Service Site or Program or through the enforcement of the terms of this agreement. Changes will be negotiated, approved, and confirmed exclusively via email communication.

Signature

Service Site staff must complete the electronic version of this Site Agreement and program-specific addendum(s) in their entirety to certify Service Site has read and understands the agreement prior to a member being placed at Service Site.


By signing this agreement, Service Site staff and Program staff acknowledge that they have read, understand, and agree to all terms and conditions of this agreement and have the authority to enter this agreement on behalf of the Service Site and Program.

Service Site Staff

Name Simone Zurich

Title CFO

Signature

DocuSigned by:

3DAA69D6FEB545E...

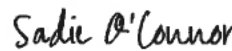
Date 9/6/2022 | 3:38 PM CDT

Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:

F79FB2870B21429...

Date 9/14/2022 | 1:24 PM CDT

Reading Corps Addendum

Reading & Math, Inc. DBA Ampact

The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Reading Corps for the 2022-2023 program year. Reading Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

202 - Duluth Public School District, Duluth, Minnesota 55802
1127 - Congdon Park Elementary, Duluth, Minnesota 55812
1324 - Homecroft Elementary, Duluth, Minnesota 55803
1417 - Lakewood Elementary, Duluth, Minnesota 55804
1461 - Lowell Elementary, Duluth, Minnesota 55811
1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807
933 - Stowe Elementary, Duluth, Minnesota 55808

hereafter referred to collectively as "Service Site".

Reading & Math, Inc. DBA Ampact, hereafter referred to as "Program", 1200 S Washington Ave, Ste 310, Minneapolis MN 55415

A. Program Model. The service site agrees to implement the Reading Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Reading Corps is called a tutor. Tutors are trained to provide targeted reading skill practice, commonly called intervention, primarily in the areas of phonemic awareness, phonics, and fluency. Tutors deliver daily twenty-minute intervention sessions with Kindergarten through third grade students.
2. **Interventions and Assessments:** Tutors are responsible for delivering Reading Corps interventions to a full caseload of students for 20 minutes per student per day, and collecting data as described in the section below.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule with the tutor. The schedule should:
 - i. Maximize student service, each tutor should have a full caseload of students
 - ii. Indicate the time the tutor should begin and end their time at school each day

- iii. Allow for the tutor to serve the required number of hours per week:
 - 1. Full-time tutor = 35 hours per week
 - 2. Part-time tutor = 25 hours per week
 - 3. Reduced part time tutor = 18 hours per week
 - iv. Include sufficient time for tasks outside of tutoring, to include:
 - 1. Data entry and responding to email (must be done at the service site)
 - 2. Meetings and/or coaching sessions
 - 3. Preparation time for tutoring sessions
 - 4. Time to complete online training
4. **Content Specialist Role:** The Reading Corps program assigns a Coaching Specialist to support the school in implementing Reading Corps. The Coaching Specialist meets with the Internal Coach and Reading Corps tutor on an as needed basis (as often as monthly) to review student graphs, select appropriate interventions and ensure fidelity to the program.
5. **COVID-19 and Virtual AmeriCorps Service**
- i. Virtual Service Approval and Technology
 - 1. Reading Corps tutors are physically present at the Service Site when performing their service, including interventions, assessments, and training. During the COVID-19 public health emergency, Program will occasionally approve service in a virtual setting. Virtual service will be agreed upon in writing by both Program and the Service Site.
 - 2. In the event the Service Site requests that AmeriCorps member service is conducted in a virtual setting due to the COVID-19 public health emergency, Service Site must make their best effort to provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants. If this is not possible, Service Site must make their best effort to provide a device that can be used remotely.
 - 3. Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities.

B. Data Collection and Data Privacy

1. FERPA Expectations

- i. The service site understands that it is making available to Program some legally protected student data solely for the purpose of implementing the Reading Corps program, including for research for the purposes of improving educational outcomes for students.
- ii. Tutors and Coaches that implement the Reading Corps program will collect and record additional protected data as they implement the Reading Corps model. Program requires that the service site take all necessary steps to protect student data as required by law.
- iii. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data supplied by Service Site to Program.

- iv. In providing Reading Corps and receiving data from the Service Site, Service Site considers Program a school official under the FERPA regulations (34 CFR 99.31(a)(1)) to whom the Service Site has outsourced institutional services or functions for which the Service Site would otherwise use its own employees, and the Service Site agrees that Program has a legitimate educational interest in receiving student data to offer Reading Corps. Service Site must ensure its criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its FERPA policy provides for the designation of Program for Reading Corps.
 - v. Program reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Service Site's annual FERPA notice of rights to eligible students and/or parents.
2. **Data required from Service Site:** The Service Site will ensure all requested student data are provided to Reading Corps in a timely manner, and that all students served by Reading Corps complete assessments administered by the tutor(s).
3. **Data collected by tutors:** Reading Corps tutors and/or coaches collect the following data throughout the school year:
 - i. **Student assessment data:** Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills. Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by the program. Students tested include all students who have been served by Reading Corps in previous years, and any students the site would like to screen for eligibility for Reading Corps services.
 - ii. **Tutor log data:** Reading Corps tutors will maintain a tutor log to document the number of minutes and the number of sessions each student receives of Reading Corps services each week. Reading Corps tutors will be responsible for entering this data into the Reading Corps Data Management System weekly.
 - iii. **Fidelity data:** Internal Coaches and Coaching Specialists will be responsible for using the assessment integrity checklists to observe tutors administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Coaching Specialists will also be responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity. Internal Coaches will observe tutors twice per month.

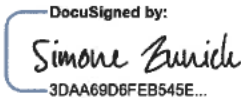
CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2022-2023. The terms of this agreement will end on July 31, 2023 . Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Service Site Staff

Name Simone Zunich
Title CFO
Signature 
3DAA69D6FEB545E...
Date 9/6/2022 | 3:38 PM CDT

Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor
Title Managing Director
Signature 
F79FB2870B21429...
Date 9/14/2022 | 1:24 PM CDT

Math Corps Addendum

Reading & Math, Inc. DBA Ampact

The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Math Corps for the 2022-2023 program year. Math Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

- 202 - Duluth Public School District, Duluth, Minnesota 55802
- 1324 - Homecroft Elementary, Duluth, Minnesota 55803
- 1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
- 1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807
- 933 - Stowe Elementary, Duluth, Minnesota 55808

hereafter referred to collectively as "Service Site".

Reading & Math, Inc. DBA Ampact, hereafter referred to as "Program", 1200 S Washington Ave, Ste 310, Minneapolis MN 55415

A. Program Model. The service site agrees to implement the Math Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Math Corps is called a tutor. Tutors are trained to provide 90 minutes of weekly tutoring to 4th – 8th grade students in small groups to improve student skills in foundational math content areas focusing on numbers, numerical operations, and algebra.
2. **Interventions and Assessments:** Tutors are responsible for delivering Math Corps interventions to a full caseload of students for 90 minutes weekly, and collecting data as described in the section below. Math Corps focuses on developing grade-level skills in working with whole and rational numbers, with a focus on operations and algebraic reasoning. It is curriculum neutral but standards-aligned, and it uses evidence-based practice strategies that improve conceptual understanding, procedural proficiency, and word problem-solving.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule in collaboration with the Coaching Specialist and tutor. The schedule should:

- i. Maximize student service, each tutor should have a full caseload of students
 - ii. Indicate the time the tutor should begin and end their time at school each day
 - iii. Allow for the tutor to serve the required number of hours per week:
 - 1. Full-time tutor = 35 hours per week
 - 2. Part-time tutor = 25 hours per week
 - 3. Reduced part time tutor = 18 hours per week
 - iv. Include sufficient time for tasks outside of tutoring, to include:
 - 1. Data entry and responding to email (must be done at the service site)
 - 2. Meetings and/or coaching sessions
 - 3. Preparation time for tutoring sessions
 - 4. Time to complete online training
4. **Content Specialist Role:** The Math Corps program assigns a Coaching Specialist to support the school in implementing Math Corps. The Coaching Specialist meets with the Internal Coach and Math Corps tutor on an as needed basis (average of 6 times per year) to review student progress, observe tutoring, and ensure fidelity to the program.
5. **COVID-19 and Virtual AmeriCorps Service**
- i. Virtual Service Approval and Technology
 - 1. Math Corps tutors are physically present at the Service Site when performing their service, including interventions, assessments, and training. During the COVID-19 public health emergency, Program will occasionally approve service in a virtual setting. Virtual service will be agreed upon in writing by both Program and the Service Site.
 - 2. In the event the Service Site requests that AmeriCorps member service is conducted in a virtual setting due to the COVID-19 public health emergency, Service Site must make their best effort to provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants. If this is not possible, Service Site must make their best effort to provide a device that can be used remotely.
 - 3. Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities.

B. Data Collection and Data Privacy

1. FERPA Expectations

- i. The service site understands that it is making available to Program some legally protected student data solely for the purpose of implementing the Math Corps program, including for research for the purposes of improving educational outcomes for students.
- ii. Tutors and Coaches that implement the Math Corps program will collect and record additional protected data as they implement the Math Corps model. Program requires that the service site take all necessary steps to protect student data as required by law.
- iii. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to

under this agreement extend to all data protected by state and federal law, including any personally identifiable data supplied by Service Site to Program.

- iv. In providing Math Corps and receiving data from the Service Site, Service Site considers Program a school official under the FERPA regulations (34 CFR 99.31(a)(1)) to whom the Service Site has outsourced institutional services or functions for which the Service Site would otherwise use its own employees, and the Service Site agrees that Program has a legitimate educational interest in receiving student data to offer Math Corps. Service Site must ensure its criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its FERPA policy provides for the designation of Program for Math Corps.
- v. Program reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Service Site’s annual FERPA notice of rights to eligible students and/or parents.

2. **Data required from Service Site:** The Service Site will ensure all requested student data are provided to Math Corps in a timely manner, and that all students served by Math Corps complete assessments administered by the tutor(s).

3. **Data collected by tutors:** Math Corps tutors and/or coaches collect the following data throughout the school year according to the prescribed schedule:

- i. Student assessment data
 - 1. Math Corps standardized assessments to determine eligibility and monitor student progress.
 - 2. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts.
- ii. Tutor log data
 - 1. Math Corps tutors maintain a tutor log to document the number of minutes and sessions each student receives of Math Corps services each week. Math Corps tutors are responsible for entering these data into the Math Corps Data Management System weekly.
- iii. Fidelity data
 - 1. Internal Coaches and Coaching Specialists are responsible for using Intervention Integrity Observation Checklists to observe tutors using the prescribed interventions to ensure fidelity.

C. Site Fees: The Service Site agrees to pay the site fee for the program. Site fees help to cover a portion of the program’s cost for member related expenses.

1. **Amount:**

- i. The amount of the site fee is dependent on when the member starts their service regardless of whether the member is full time (35 hours per week) or less than full-time (18-25 hours per week). Fees are outlined in the table below.

Member Start Date	Cost
Prior to December 31	\$1500

After January 1	\$1000
-----------------	--------

- ii. The amount of the site fee is calculated based on the member(s) who are hired and begin service at the service site.
- iii. If a member exits the program within 90 calendar days of starting service, the site fee will be adjusted. The site fee will be waived in full for any member who exits within 30 calendar days of starting service. The site fee will be reduced by half for any member who exits the program between 31 and 89 calendar days after starting service.

2. Invoice & Payment:

- i. Invoices will be issued after 90 calendar days after member start date.
- ii. All payments are due within 30 days of receiving an invoice.

3. Adjustments:

- i. Any adjustments to the site fee amount and/or payment schedule will be agreed upon in writing by both Program and the site.

CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2022-2023. The terms of this agreement are valid through July 31, 2023 . Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Service Site Staff

Name Simone Zurich

Title CFO

Signature

DocuSigned by:
Simone Zurich
3DAA69D6FE9545E...

Date 9/6/2022 | 3:38 PM CDT

Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:
Sadie O'Connor
F79FB2870B21429...

Date 9/14/2022 | 1:24 PM CDT

Math Corps K-3 Addendum

Reading & Math, Inc. DBA Ampact

The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Math Corps K-3 for the 2022-2023 program year. Math Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

- 202 - Duluth Public School District, Duluth, Minnesota 55802
- 1127 - Congdon Park Elementary, Duluth, Minnesota 55812
- 1324 - Homecroft Elementary, Duluth, Minnesota 55803
- 1540 - Myers-Wilkins Elementary, Duluth, Minnesota 55805
- 1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807

hereafter referred to collectively as "Service Site".

Reading & Math, Inc. DBA Ampact, hereafter referred to as "Program", 1200 S Washington Ave, Ste 310, Minneapolis MN 55415

A. Program Model. Math Corps K-3 is an emerging program in its third year of implementation. This means that program implementation will continue to be refined and school partners will have the opportunity to provide feedback and help shape the model to meet the needs of their students and school environment. The service site agrees to implement the Math Corps model with fidelity, as outlined below.

1. **AmeriCorps Member Position:** The AmeriCorps member position in Math Corps is called a tutor. Tutors are trained to provide 20 minutes of daily tutoring to Kindergarten-3rd grade students with pairs of students to improve student skills in whole and rational number understanding, which includes skills such as counting, number comparisons, whole number operations, and a foundational understanding of rational numbers (e.g. fractions).
2. **Interventions and Assessments:** Tutors are responsible for delivering Math Corps interventions to a full caseload of K-3rd grade students for 20 minutes daily, and collecting data as described in the section below.
3. **Tutor Schedule:** The Internal Coach is responsible for developing a schedule in collaboration with the Coaching Specialist and tutor. The schedule should:
 - i. Maximize student service, each tutor should have a full caseload of students
 - ii. Indicate the time the tutor should begin and end their time at school each day
 - iii. Allow for the tutor to serve the required number of hours per week:
 1. Full-time tutor = 35 hours per week
 2. Part-time tutor = 25 hours per week

3. Reduced part time tutor = 18 hours per week
- iv. Include sufficient time for tasks outside of tutoring, to include:
 1. Data entry and responding to email (must be done at the service site)
 2. Meetings and/or coaching sessions
 3. Preparation time for tutoring sessions
 4. Time to complete online training
4. **Content Specialist Role:** The Math Corps program assigns a Coaching Specialist to support the school in implementing Math Corps. The Coaching Specialist meets with the Internal Coach and/or Math Corps tutor on an as needed basis (as often as once a month) to review student progress, observe tutoring, and ensure fidelity to the program.
5. **COVID-19 and Virtual AmeriCorps Service**
 - i. Virtual Service Approval and Technology
 1. Math Corps tutors are physically present at the Service Site when performing their service, including interventions, assessments, and training. During the COVID-19 public health emergency, Program will occasionally approve service in a virtual setting. Virtual service will be agreed upon in writing by both Program and the Service Site.
 2. In the event the Service Site requests that AmeriCorps member service is conducted in a virtual setting due to the COVID-19 public health emergency, Service Site must make their best effort to provide an on-site device that can continue to be accessed even if the Service Site is closed to students/participants. If this is not possible, Service Site must make their best effort to provide a device that can be used remotely.
 3. Service Site is responsible for training and supporting AmeriCorps member(s) on site-specific systems and platforms used for virtual service activities.

B. Data Collection and Data Privacy

1. FERPA Expectations

- i. The service site understands that it is making available to Program some legally protected student data solely for the purpose of implementing the Math Corps program, including for research for the purposes of improving educational outcomes for students.
- ii. Tutors and Coaches that implement the Math Corps program will collect and record additional protected data as they implement the Math Corps model. Program requires that the service site take all necessary steps to protect student data as required by law.
- iii. Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data supplied by Service Site to Program.
- iv. In providing Math Corps and receiving data from the Service Site, Service Site considers Program a school official under the FERPA regulations (34 CFR 99.31(a)(1)) to whom the Service Site has outsourced institutional services or

- functions for which the Service Site would otherwise use its own employees, and the Service Site agrees that Program has a legitimate educational interest in receiving student data to offer Math Corps. Service Site must ensure its criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its FERPA policy provides for the designation of Program for Math Corps.
- v. Program reserves the right to request proof that Service Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Service Site's annual FERPA notice of rights to eligible students and/or parents.
2. **Data required from Service Site:** As an emerging program, Math Corps K-3 relies on school data-sharing partnerships to validate the tools and strategies of the program. The Service Site agrees to share universal academic screening data for students served by Program. Universal screening data are often collected 2-3 times each year. Commonly used screening assessments include MAP, STAR assessments, and CBM assessments. The Service Site will ensure all requested student data are provided to Math Corps in a timely manner, and that all students served by Math Corps complete assessments administered by the tutor(s).
 3. **Data collected by tutors:** Math Corps tutors and/or coaches collect the following data throughout the school year according to the prescribed schedule:
 - i. Student assessment data
 1. Math Corps uses a Benchmark Assessment to monitor student progress.
 2. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts.
 - ii. Tutor log data
 1. Math Corps tutors maintain a tutor log to document the number of minutes and sessions each student receives of Math Corps services each week. Math Corps tutors are responsible for entering these data into the Math Corps Data Management System weekly.
 - iii. Fidelity data
 1. Internal Coaches and Coaching Specialists are responsible for using Integrity Observation Checklists to observe tutors using the prescribed assessments and interventions to ensure fidelity.

CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2022-2023. The terms of this agreement are valid through July 31, 2023 . Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Service Site Staff

Name Simone Zurich

Title CFO

Signature

DocuSigned by:
Simone Zurich
3DAA89D8FEB545E...

Date 9/6/2022 | 3:38 PM CDT

Reading & Math, Inc. DBA Ampact Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:
Sadie O'Connor
F79FB2870B21429...

Date 9/14/2022 | 1:24 PM CDT

Certificate Of Completion

Envelope Id: 8F16C60E6E28467B81BB080D63E9E541
Subject: Signature Requested - Minnesota Math Corps and Reading Corps Site Agreement 2022-2023
Source Envelope:
Document Pages: 28 Signatures: 8
Certificate Pages: 2 Initials: 1
AutoNav: Disabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Ampact
1200 Washington Ave S
Minneapolis, MN 55415
sites@ampact.us
IP Address: 52.54.43.157

Record Tracking

Status: Original
4/19/2022 5:28:43 PM

Holder: Ampact
sites@ampact.us

Location: DocuSign

Signer Events

Simone Zurich
simone.zunich@isd709.org
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Simone Zurich
3DAAB9D6FEB545E...

Signature Adoption: Pre-selected Style
Using IP Address: 24.158.25.194

Timestamp

Sent: 4/19/2022 5:28:43 PM
Resent: 8/23/2022 9:32:45 AM
Resent: 9/6/2022 3:17:37 PM
Viewed: 9/6/2022 3:37:05 PM
Signed: 9/6/2022 3:38:48 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ampact Partnerships
sites@ampact.us
Reading & Math, Inc. dba Ampact
Security Level: Email, Account Authentication (None)

DS
RP

Signature Adoption: Pre-selected Style
Using IP Address: 67.4.152.123

Sent: 9/6/2022 3:38:51 PM
Viewed: 9/14/2022 1:00:19 PM
Signed: 9/14/2022 1:00:34 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sadie O'Connor
sadie.oconnor@ampact.us
Managing Director
Security Level: Email, Account Authentication (None)

DocuSigned by:
Sadie O'Connor
F79FB2B70B21429...

Signature Adoption: Pre-selected Style
Using IP Address: 65.205.80.66

Sent: 9/14/2022 1:00:37 PM
Viewed: 9/14/2022 1:23:54 PM
Signed: 9/14/2022 1:24:11 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events

Brett Mensing
brett.mensing@isd709.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mikayla Karels
mikayla.karels@ampact.us
Program Manager
Reading & Math, Inc. dba Ampact
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status

COPIED

Timestamp

Sent: 8/23/2022 9:32:45 AM
Viewed: 8/23/2022 9:33:18 AM

COPIED

Sent: 8/23/2022 9:32:46 AM
Viewed: 9/6/2022 9:34:07 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

4/19/2022 5:28:43 PM
9/14/2022 1:23:54 PM
9/14/2022 1:24:11 PM
9/14/2022 1:24:11 PM

Payment Events

Status

Timestamps



MINNESOTA STATE

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT AMENDMENT NO. (1)

Board of Trustees of the
Minnesota State Colleges and Universities
Lake Superior College

Duluth Public Schools
4316 Rice Lake Road
Duluth MN 55811

Original Contract Effective Date: 07/01/2022

Original Contract Expiration Date: 06/30/2023

Amended Contract Expiration Date: _____

This amendment is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of Lake Superior College (hereinafter "MINNESOTA STATE"), and Duluth Public Schools; 4316 Rice Lake Road; Duluth MN 55811 an independent contractor, not an employee of the State of Minnesota (hereinafter CONTRACTOR).

Recitals

WHEREAS, MINNESOTA STATE has a contract with the CONTRACTOR (hereinafter "Original Contract") to provide The Concurrent Enrollment or College in the Schools (CITS) program, and

WHEREAS, MINNESOTA STATE and the CONTRACTOR are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

Contract Amendment

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1.9/19/22 Amendment to contract to drop AEO MATH 1150; Pre Calculus and update MATH 1150 Pre-Calculus from 5 credits to 4 credits.

Attachment A - 2022-2023 LSC CITS COURSES

Cost: \$12,000 (5 x \$3000)

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

AEO	MATH 1150	Pre-Calculus	5	Jenny Ahern	AY
Denfeld	MATH 1150	Pre-Calculus	5 4	Tim White	AY
Denfeld & East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1420	Nursing Assistant	3	Kimberly Olson	Spring
East	MATH 1150	Pre-Calculus	5 4	Bill Garnett	AY
East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY

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

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glocke
AEO Principal Email	Nathan.glocke@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Danette Seboe
East Principal Email	danette.seboe@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org

Superintendent
Superintendent Email

John Magas
superintendent@isd709.org

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

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

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the c on behalf of CONTRACTOR as required by applicable articles, by-laws, resolu or ordinances.

By (authorized signature and printed name)
Title
Date

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES/Lake Superior College

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Susan Sederberg, 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 August 1, 2022 and shall remain in effect until June 30, 2022 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Please see School Nurse Duties Attached.*

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 \$65.00 hourly and \$15,000 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: Brenda Vieths, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Attn: Susan Sederberg, 1818 Old North Shore Rd. Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jason Sadulsky [Redacted] 9/8/22
Contractor Signature SSN/Tax ID Number Date

Jason Crane _____ 9/7/22
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	720	000	336	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

Imme Zurch _____ 9-8-22
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



CLASSIFICATION DESCRIPTION

TITLE: School Nurse

<u>Title of Immediate Supervisor:</u> Director of Special Services	<u>Department:</u> Special Services	<u>FLSA Status:</u> Exempt
<u>Accountable For (Job Titles):</u> Health Assistant, Registered Nurse		<u>Pay Grade Assignment:</u> Duluth Federation of Teachers, Local 692, A.F.T., Teachers' Salary Schedule

General Summary or Purpose Of Job:

Coordinates and assesses health issues relevant to the educational setting. Supervises and evaluates health assistants and other paraprofessionals regarding specific health areas. May provide services in specialized programs, such as Head Start health coordination.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary)	FRE-QUENCY
1.	Conducts and supervises health screenings on children, including Head Start children. Screenings include vision, muscle-eye balance, hearing, height and weight (growth), scoliosis, and educational medical information. Interprets vision and hearing results, including tympanometry, and determines the need for rescreening or referral. Monitors ongoing hearing and vision concerns.	Daily 30%
2.	Reviews and facilitates health evaluations of children and families. Reviews the past and current health history of each child to determine eligibility for programs like Head Start and for ongoing health and dental needs. Facilitates connections to community primary health and dental providers and, at times, facilitates transportation and funding for health and dental appointments.	Weekly 25%
3.	Supervises and provides for the administration of medications, as needed. Provides for the direct care and assessment of children in the classrooms, including lice screening. Reviews objective data, such as temperature, color, and lung sounds, to determine the state of health. Supervises and provides work assignments and training to health assistants and other paraprofessionals. Work assignments include administering medications, blood glucose monitoring, providing first aid.	Daily 10%



CLASSIFICATION DESCRIPTION

TITLE: School Nurse

4.	Establishes, maintains, reviews and updates student health records on an ongoing basis. Interprets medical records to the school staff, as necessary. Gathers and reviews health information for IEP's, IFSP's and SST assessments. Reviews and establishes Individual Health Plans and emergency plans, as indicated. Depending upon the age of the student population, for which health services are being provided, may initiate the permanent health record. Maintains records for third-party billings.	Monthly 10%
5.	Communicates with families, staff and community liaisons to interpret and facilitate the transfer of health data. Counsels staff, parents and students regarding health needs. Participates in supportive team meetings, staffings and conferences. Organizes and facilitates community advisory boards, such as the Health Advisory Council, regarding input, review and approval of health plans, including the Head Start Health plan.	Monthly 10%
6.	Provides training to staff, parents and health assistants throughout the year regarding school-specific and general health needs. Teaches various health-related issues, such as blood-borne pathogens, puberty issues, and hygiene, to students and staff. Provides health counseling. Works with the staff and community medical resources regarding linking health and medical needs. Attends workshops and training sessions in order to maintain skills. Keeps current on local, State and national health issues and concerns.	Daily 10%
7.	Reviews and assesses health histories, medical information, including State-mandated immunizations.	Monthly 5%
8.	Performs other duties of a comparable level or type.	As required

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of August, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and YWCA Early Childhood 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 September 12, 2022 and shall remain in effect until May 5, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 411 N. 57th Ave W, Duluth, MN 55807.

The approximate date the service will begin is September 12, 2022 and shall not extend beyond May 5, 2023; the contract not to exceed a total of 59 Days (attending 2 days per week. The District will pay 2 days per week @ \$88.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 \$88.00 per week and \$2,728.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, 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 YWCA Early Childhood Center, 411 N. 57th Avenue W, Duluth, MN 55807.

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

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

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

14. 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

41-0096493
SSN Tax ID Number

9/9/22
Date


Program Director

9/2/22
Date

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

This contract is funded by either:

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

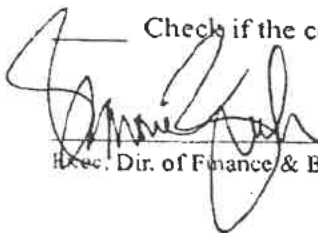
Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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



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

9/7/22
Date

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Contractor

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, a school district.

Services

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

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

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

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

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

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

Fees

The date of service will begin *September 1, 2022* and shall not extend beyond *January 22, 2023*, the contract not to exceed *86 days* and *4 hours per day*. The district agrees to reimburse Residential Services Inc. **\$21.50 per hour** for a sum not to exceed **\$7,396.00** for the time worked with [REDACTED] while participating in school activities.

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

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

Scope of Service

Contractor shall provide the services described in attached addendum 1

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

Check all that apply below

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

Services are consultative with special education staff.

Services are during times of Distance Learning only.

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

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

Site of Service

Services to be provided at school site(s)

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

Payment

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

Duluth Public Schools
Attn: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

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

Term

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

Cancellation Clause

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

Independent Contractor

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

Hold Harmless

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

Privacy of Pupil Records

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

Insurance

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

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

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

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

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

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

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

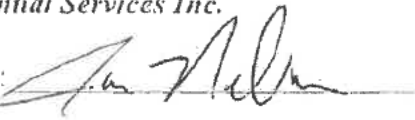
Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 215 N. 1st. Ave E., Duluth, MN 55802. The certificate will provide the district with 30 days'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

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

Contractor's liability to the District under this contract.

Compliance

Residential Services Inc.

Signed: 

Title: Executive Director

Date: 9/26/22

Duluth Public Schools

Signed:  Signed: 

Title: Director of Special Education

Title: Executive Director of Finance & Business Services

Date: 9/26/22

Date: 9/22/22

Budget Code

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

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2022 and shall remain in effect until January 18, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

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

The approximate date the service will begin is September 12, 2022 and shall not extend beyond January 18, 2023; the contract not to exceed a total of 66 Days (attending 4 days per week. The District will pay .4 days per week @ \$100.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 \$100.00 per week and \$1,800.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, 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 Creation Station at 2101 Trinity Road, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2022 and shall remain in effect until March 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

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

The approximate date the service will begin is September 12, 2022 and shall not extend beyond March 2, 2023; the contract not to exceed a total of 86 Days (attending 4 days per week. The District will pay 4 days per week @ \$100.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 \$100.00 per week and \$2,300.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, 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 Creation Station at 2101 Trinity Road, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Julie A. Walsh 41-1927587 9/27/22
Contractor Signature SSN/Tax ID Number Date

Joselyn Cane 9/22/22
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

Emmalee Zwick 9/23/22
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of September, 2022, 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 September 6, 2022 and shall remain in effect until May 8, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 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 September 6, 2022 and shall not extend beyond May 8, 2023; the contract not to exceed a total of 96 Days (attending 3 days per week. The District will pay 3 days per week @ \$210.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 \$210.00 per month and \$1,8900.00 in total.

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

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

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

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

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

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

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

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

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

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

 27-2595031 9/28/22
 Contractor Signature SSN/Tax ID Number Date

 9/26/22
 Program Director Date

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

 9/26/22
 Exec. Dir. of Finance & Business Services / Superintendent of Schools Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of September, 2022, 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 September 6, 2022 and shall remain in effect until March 6, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Thursday and Friday 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 September 6, 2022 and shall not extend beyond March 6, 2023; the contract not to exceed a total of 67 Days (attending 3 days per week. The District will pay 3 days per week @ \$420.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 \$420.00 per month and \$2,940.00 in total.

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

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

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

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

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

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

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

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

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

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

Elicia Brooks
Contractor Signature

27-82595031
SSN/Tax ID Number

9/28/22
Date

Janet
Program Director

9/26/22
Date

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

This contract is funded by either:

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

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

9/26/22
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and St. Mary's Child Care 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 September 27, 2022 and shall remain in effect until June 1, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 530 E 2nd Street, Duluth, MN 55805.

The approximate date the service will begin is September 27, 2022 and shall not extend beyond June 1, 2023; the contract not to exceed a total of 64 Days (attending 2 days per week. The District will pay 2 days per week @ \$68.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 \$68.00 per week and \$2,244.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, 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 St. Mary's Child Care Center at 530 E 2nd Street, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Virginia H. Bell 41-0695604 9/28/22
 Contractor Signature SSN/Tax ID Number Date

Jason Crane 9/23/22
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Ernie Zuil 9/23/22
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres 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 September 13, 2022 and shall remain in effect until March 27, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is September 13, 2022 and shall not extend beyond March 27, 2023; the contract not to exceed a total of 76 Days (attending 3 days per week. The District will pay 3 days per week @ \$215.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 \$215.00 per month 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, 4316 Rice Lake Rd, Suite 108, 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 Pres Nursery School, 4430 McCulloch Street, 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.

Sandra Utley 41-070-5829 9/27/22
 Contractor Signature SSN/Tax ID Number Date

Jason Crane 7/23/22
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

Ernie Zink 9/23/22
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres 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 September 13, 2022 and shall remain in effect until May 25, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: [REDACTED]

The approximate date the service will begin is September 13, 2022 and shall not extend beyond May 25, 2023; the contract not to exceed a total of 100 Days (attending 3 days per week. The District will pay 3 days per week @ \$335.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, 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 \$335.00 per month and \$3,015.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, 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 Pres Nursery School, 4430 McCulloch Street, 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.

Sandra Hittley 41-070-5829 9/27/22
 Contractor Signature SSN/Tax ID Number Date

Jason Crane _____ 9/23/22
 Program Director _____ Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

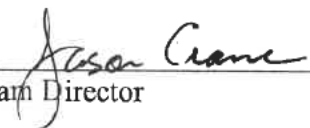
01	E	005	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Emme Zuil _____ 9/23/22
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

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
		9/23/22
Program Director		Date

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

	9/23/22
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Alex Flinner, 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 September 16, 2022 and shall remain in effect until September 17, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *To provide assistance in technology production during Juneteenth: A Kumbayah Story at Denfeld High School on Sept 16, 2022.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$40 hourly and \$ 200 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, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

720 W. Fred St. 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.

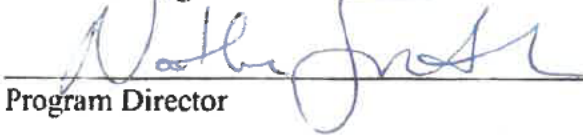
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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

46-43 00055
SSN/Tax ID Number

9/13/22
Date


Program Director

9/13/22
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	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


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

9/20/22
Date

Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Duluth Independent School District 709** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$9,014.27
Period 2	\$15,750.00
Period 3	\$15,750.00
Contract Total	\$40,514.27

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Apr-2023 to 30-Jun-2023	Included
1	WCM-CRT-CONFIG	TEMPLATE CONFIGURATION SERVICE	01-Sep-2022 to 30-Jun-2023	NA
260	WCM-TRNOL-MIGR	TRAINING CONTENT MIGRATION	01-Sep-2022 to 30-Jun-2023	NA
17	WCM-ACT-ESSN	ACTIVATION WCM ESSEN Entitlements for Period 1 Band: 2,001 - 20,000 FTE	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-IMPL-ES-LDAP	IMPL WCM ESSENTIAL SECURE LDAP	01-Sep-2022 to 30-Jun-2023	NA
2	WCM-TRNOL-ADM	ONL TRN WCM SITE ADMINISTRATOR	01-Sep-2022 to 30-Jun-2023	NA
1	WCM-TRNOL-SWS	ONL TRN WCM SECTION WORKSPACE	01-Sep-2022 to 30-Jun-2023	NA
Period 1 Total				\$9,014.27

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 2,001 - 20,000 FTE	01-Jul-2023 to 30-Jun-2024	Included
Period 2 Total				\$15,750.00

Period 3				
----------	--	--	--	--

Qty	Product Code	Product Name	Dates	Net Total (USD)
1	WCM-MWY-LIB	CREATIVE MYWAY ULTR TEMPL LIBR Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
17	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 2,001 - 20,000 FTE	01-Jul-2024 to 30-Jun-2025	Included
Period 3 Total				\$15,750.00

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Following the Initial Term, this Order Form shall renew automatically for successive periods of one (1) year each (each a "Renewal Term"), unless and until Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: 01-Sep-2022

C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

Sales Approved: Quintin Graves


Initial: 

Sales Approved:

Initial:

Customer: Duluth Independent School District 709

Signature:




Name: ~~Adele Wellens~~ *Simone Zurich*

Title: *Excl. Dir. of Finance + Business Services*

Date: *9/10/22*

Blackboard Inc.

Signature:



Name: Michael Pohorylo

Title: Associate General Counsel

Date: 12-Sep-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.

PO Number: PO Amount:

Attach PO or send PO to Operations@blackboard.com(Optional):

Attach Tax Exemption (Optional):

Invoicing

Send Invoices via email to:

1. Name:	Email:
2. Name:	Email:
3. Name:	Email:

**PURCHASE OF SERVICE AGREEMENT
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **ISD #709 Duluth Public Schools**, 4316 Rice Lake Road, Suite 108 Duluth, MN 55811 , hereinafter referred to as "District", for the period of July 1, 2022 to June 30, 2024.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their District or School of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the District or School in which the child is enrolled at the time of placement; and

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20); and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the "Every Student Succeeds Act", the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:
The term of this Agreement shall be in effect from July 1, 2022 to June 30, 2024.

2. EDUCATIONAL PLACEMENT DECISIONS:
County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the District or School of origin to provide stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the District liaison or a representative of the District in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the District's point of contact. A form will be developed that states the individual's transportation plan that is shared with both points of contact.

- 4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. School will cover the associated costs.
- 4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the School will assume costs required for transporting the student to school. District will cover the associated costs.
- 4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.4 Students residing in a foster care placement outside of District boundaries but attending School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.5 Students placed in foster care within District and attending a non- area school or district The District will bear no financial responsibility for this student. County and the District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the District liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13.1 and 13.2.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.5.1 Billing should be submitted to:
Lisa King, Business Services Supervisor
St. Louis County Public Health and Human Services
Business Services, Government Services Center
320 West 2nd Street, Room 401
Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to Business Services Supervisor:
Lisa King
kingl@stlouiscountymn.gov
Ph) 218-726-2153

5.7 In situations where transportation is being funded by County, point of contact will notify the District liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

- 6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.
- 6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:
- 6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- 6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.
- 6.3.3 CFS Division Directors for PHHS:
Northern St. Louis County – Nicole Curphy
CurphyN@stlouiscountymn.gov
Ph) 218-471-7771
- Southern St. Louis County – Chris Heazlett
heazlettc@stlouiscountymn.gov
Ph) 218- 726-2202
- 6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.
- 6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.
7. PROVIDER NOT AN EMPLOYEE:
It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.
8. INDEMNIFICATION:
Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS - PHHS:

All notices and communication pursuant to this Agreement will be directed to the PHHS point of contacts:

13.1 Southern St. Louis County

Steve Moodie, CFS Supervisor

218- 726-2032

MoodieS@stlouiscountymn.gov

13.2 Northern St. Louis County

Matthias Norenberg, CFS Supervisor

218-262-6062

NorenbergM@stlouiscountymn.gov

14. NOTICES/COMMUNICATIONS - SCHOOL

All notices and communication pursuant to this Agreement will be directed to the District point of contact:

14.1 Lisa Larson (primary contact)

FIT Coordinator

lisa.larson2@isd709.org

14.2 Darren Sheldon

Federal Programs Coordinator

darren.sheldon@isd709.org

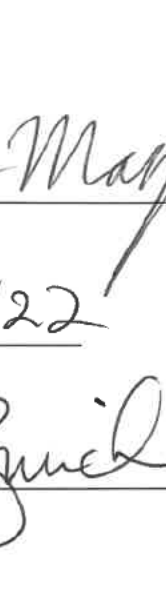
IN WITNESS WHEREOF, County and District agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2022 to June 30, 2024.

DISTRICT



John Magas
Superintendent

Date: 9/19/22



Simone Zunich
Finance Manager

Date: 9/20/22

COUNTY

Linnea B. Mirsch
Public Health & Human Services Director

Date: _____

Approved as to form and execution:

Benjamin M. Stromberg
Assistant County Attorney

Date: _____

TAX ID: 41-6003776



MONTHLY PARKING AGREEMENT

INTERSTATE PARKING COMPANY OF MINNESOTA LLC

ACCOUNT NUMBER

BY COMPLETING THE INFORMATION BELOW, YOU ARE CONSENTING TO INTERSTATE PARKING COMPANY OF MINNESOTA LLC USING THE INFORMATION TO MANAGE YOUR ACCOUNT, CONTACT YOU, AND, IF NECESSARY, DISCLOSE YOUR ACCOUNT INFORMATION TO A COLLECTION AGENCY.

Check all that apply: MONTHLY PARKING AND/OR NEW ACCOUNT OR CORPORATE OR VALIDATION ACCOUNT EXISTING ACCOUNT INDIVIDUAL PARKING USED FOR RESIDENTIAL PURPOSES

NAME I 90 709 / ALC		COMPANY Duluth Public Schools	
HOME ADDRESS		CITY / STATE	ZIP CODE
BUSINESS ADDRESS 4316 Pine Lake Rd. Attn. AP		CITY / STATE Duluth MN	ZIP CODE 55811
HOME/MOBILE PHONE 218 336 8704	BUSINESS PHONE same	FAX	EMAIL ap.vendor@isd709.org
VEHICLE MAKE	VEHICLE MODEL / COLOR	VEHICLE PLATE & STATE	
ALTERNATE VEHICLE MAKE	ALTERNATE VEHICLE MODEL / COLOR	ALTERNATE VEHICLE PLATE & STATE	
DRIVER'S LIC. NO.	PARKING TO COMMENCE (ALLOW 5 BUSINESS DAYS)	FACILITY NO.	
ACTIVATION FEE (NON-REFUNDABLE) \$20.00 PER PARKER	INITIAL MONTHLY RATE \$ PER PARKER	PRO-RATE AMOUNT (IF ANY) \$	TOTAL DUE \$

CORPORATE ACCOUNTS - TO ENSURE THE MOST ACCURATE BILLING, PLEASE ATTACH A CURRENT LISTING OF ALL PARKERS ASSIGNED TO YOUR ACCOUNT. LISTING SHOULD INCLUDE PARKER NAME, AUTO MAKE, MODEL, PLATE NUMBER WITH STATE, AND ACCESS CARD NUMBER.

PLEASE SELECT OPTIONAL AUTO-PAYMENT METHOD AND INVOICE DELIVERY METHOD BELOW

A: DIRECT WITHDRAWAL

ACCOUNT TYPE	
BRANCH	BANK
ACCOUNT NO.	
ABA/ROUTING NO.	

It is the customer's responsibility to cancel the authorization upon termination, and, if the customer fails to do so, the liability of Interstate Parking Company of Minnesota LLC is limited to the refund of a maximum of 2 monthly payments. All rejected transactions will be charged a \$25.00 administrative fee. **FOR VERIFICATION PLEASE ENCLOSE ONE OF YOUR CHECKS MARKED "VOID".** PLEASE DEBIT MY/OUR ACCOUNT ON THE FIRST OF EACH MONTH FOR PAYMENTS PAYABLE TO INTERSTATE PARKING FOR THE AMOUNT OF MY/OUR MONTHLY PARKING RENT PLUS ANY APPLICABLE TAXES. YOUR TREATMENT OF EACH PAYMENT SHALL BE THE SAME AS IF I/WE HAD PERSONALLY ISSUED A CHECK AUTHORIZING YOU TO PAY AS INDICATED AND TO DEBIT THE AMOUNT TO MY ACCOUNT. THIS AUTHORIZATION MAY BE CANCELED ANY TIME UPON WRITTEN NOTICE BY ME/US. ANY DELIVERY OF THIS AUTHORIZATION TO YOU CONSTITUTES DELIVERY BY ME/US. FOR A JOINT ACCOUNT, ALL DEPOSITORS MUST SIGN IF MORE THAN ONE SIGNATURE IS REQUIRED ON ACCOUNT.

SIGNATURE

B: CREDIT CARD

FOR SECURITY PURPOSES, ALL CUSTOMERS ARE REQUIRED TO ENROLL IN THE MONTHLY CREDIT CARD PROGRAM VIA INTERSTATE PARKING COMPANY LLC'S WEBSITE. PLEASE CHECK THE BOX BELOW AND A CUSTOMER SERVICE REPRESENTATIVE WILL CONTACT YOU WITH SPECIFIC INSTRUCTIONS.

PLEASE SEND ME INSTRUCTIONS TO ENROLL IN THE MONTHLY CREDIT CARD PROGRAM

PREFERRED CONTACT METHOD EMAIL PHONE

C: INVOICE DELIVERY

Email invoice Mail to residential address Mail to business address

By signing below, I accept and agree to this monthly parking agreement with Interstate Parking Company of Minnesota LLC, including the attached terms and conditions and any amendments, if applicable; all of which are attached hereto and made a part of this agreement. **Please sign attached terms and conditions, amendments, and/or addendums.**

MONTHLY PARKING RENTAL AGREEMENT SIGNATURE: _____

OFFICE USE ONLY

FACILITY NO.	TRANSPONDER NO.	RESERVED STALL NO.
START DATE	RATE CODE	INITIAL MONTHLY RATE
PERMIT/DECAL NO	ACCESS CARD NO.	FOB NO.

MONTHLY PARKING AGREEMENT – TERMS AND CONDITIONS
The following terms and conditions form a part of the monthly parking agreement with Interstate Parking Company of Minnesota LLC ("IPC").



1. Parking charges (and any applicable taxes) are due in advance without demand on the first day of each month for that month, and any outstanding amounts are subject to interest charges at the rate of 2% per month compounded monthly (26.8% per annum). If your account is past due by more than 7 days, your monthly parking credential (access card or permit) will be invalidated and you must pay the daily posted parking fee until your account is current. Payment of daily parking fees shall not be deemed as substitution for any late fees or as an offset to any past due monthly parking charges. Failure to pay the daily fee may result in a violation notice being issued and/or your vehicle being immobilized or towed at your expense.
2. Monthly parking rates are subject to change by IPC upon one calendar month's notice.
3. There is a three full month minimum before you may terminate the monthly parking agreement. After three full months, you may terminate the monthly parking agreement upon a full thirty (30) day WRITTEN notice to IPC at the address set forth on page 1 (11 E. Superior Street, Ste. 120, Duluth, MN 55802) or via email to duluth@interstateparking.com. Notices not received by the 1st of the month will be effective as of the last day of the next month. There are no mid-month terminations.
4. Activation / processing fees for access cards and permits are nonrefundable.
5. Declined credit / debit cards will be reprocessed as early as the first business day after the due date and will be subject to a reprocessing fee.
6. At all times a valid permit must be visibly displayed from the rearview mirror of the vehicle with the "number" facing the windshield (except if no permit has been issued). Failure to do so will be considered a breach of the monthly parking agreement and, in addition to any other remedies available to IPC, may result in violation notice being issued and/or your vehicle being immobilized or towed at your expense. Any misuse of a permit or access card will also be considered a breach of this agreement.
7. Permits and access cards are only valid for the parking facility for which they are issued. If the same permit number is found on more than one vehicle at a time, or if a permit or access card is used to admit more than one vehicle at a time into the parking facility, that permit or access card will automatically be deemed invalid, and IPC or the City of Duluth may issue a violation notice and/or immobilize or tow one or more of the vehicles in addition to any other remedies available to IPC and the City of Duluth.
8. Permits and access cards remain the property of IPC. Damaged permits and access cards will be replaced free of charge if returned to IPC. Lost or stolen permits and access cards will be replaced upon payment of a new activation / processing fee at the then current rate.
9. Parking charges are for the licensed use of parking space only, and IPC and the City of Duluth are not responsible for any injury, claims, loss, or damage to you, your passengers, your vehicle, or its contents. All articles left in your vehicle are at your own risk of loss.
10. Any power supplied at the parking facility is only for use with a block heater or for charging an electric vehicle, and the use of any interior car warmer is prohibited. Use of parking facility power supply for a block heater or for charging an electric vehicle is entirely at your own risk, and IPC and the City of Duluth are not liable in the event that a vehicle fails to start or injury, damage, or other loss occurs.
11. Motorcycles, bicycles, and trailers are prohibited from entering the premises of all parking facilities unless specifically authorized by IPC, and you agree not to enter the facility with the same. Further you agree that any damage, injury, or loss of any kind incurred as a result of entering the facility with the aforementioned vehicles is your sole responsibility and neither IPC nor the City of Duluth bears any liability related to such damage, injury, or loss.
12. The parking of unlicensed or uninsured vehicles, the general storage of vehicles, and the repair or maintenance of vehicles are prohibited. Vehicles with equipment that is noncompliant with Minnesota law, inoperable vehicles, mechanically unsafe vehicles, and vehicles carrying improperly secured loads are prohibited. The parking of vehicles that, in the opinion of IPC, pose any kind of hazard or contain hazardous or objectionable contents or displays is also prohibited and may result in immediate towing at your expense. Leaving a vehicle parked for more than 5 consecutive days is prohibited and may result in towing at your expense unless written authorization is received in advance from IPC.
13. At all times when operating a vehicle within the parking facility, you must act with caution – utilizing defensive driving practices, following any posted speed limit and traffic direction signs, and never driving faster than is safe for ambient conditions. Careless operation of a vehicle – including but not limited to speeding, tailgating, and failing to yield to pedestrians – may result in termination of this monthly parking agreement without advance notice.
14. IPC reserves the right at any time and from time to time to refuse parking at your normal location. IPC will use reasonable efforts to relocate you to another IPC location for the period your normal location is unavailable. No refund or credit will be issued for the period your normal location is unavailable.
15. This monthly parking agreement is not assignable or transferable without the consent of IPC. Changes in the name of the account holder are strictly prohibited except for a documented legal name change.
16. Any additional terms and conditions (except those relating to parking rates) displayed on the signage at the parking facility are a part of this agreement. Vehicles must not be parked in such a way as to block traffic, take up more than one space, or violate any laws or regulations. Vehicles parked for the principal purpose of promotional activities or advertising are prohibited.
17. The terms and conditions set forth herein are subject to change by IPC with advance written notice.

INTERSTATE PARKING COMPANY OF MINNESOTA LLC

x *Simone Zwick* 9/21/22
Monthly Parking Customer Signature Date

By: _____

RE: Technology Village Parking

1 message

Jace LeGarde <jlegarde@interstateparking.com>
To: Brett Mensing <brett.mensing@isd709.org>
Cc: nathan glockle <nathan.glockle@isd709.org>

Wed, Sep 21, 2022 at 3:02 PM

It's going to be \$85/month for the Tech Village, plus a one-time \$20 activation fee per card.

Jace LeGarde

Customer Solutions Coordinator

Interstate Parking – Duluth

jlegarde@interstateparking.com

(218) 727-7275 Ext. 2



Cost breakdown

36 month lease

-10 months paid for since 10/21

\$85/month x 26 months = \$2,210

\$2,210 x 5 spots = \$11,050

\$11,050 + initial \$100 fee =

Grand total of \$11,150 for remainder of lease

From: Brett Mensing <brett.mensing@isd709.org>
Sent: Wednesday, September 21, 2022 2:58 PM
To: Jace LeGarde <jlegarde@interstateparking.com>
Cc: nathan glockle <nathan.glockle@isd709.org>
Subject: Re: Technology Village Parking

[EXTERNAL]

Hi Jace,

I was meaning to ask -- do you have a rough estimate as to the cost of these five parking spots?

This will be used for board reporting purposes.

Thanks!

-Brett

On Wed, Sep 21, 2022 at 2:51 PM Jace LeGarde <jlegarde@interstateparking.com> wrote:

Thanks Brett!

Nathan, you can have the people who need parking passes fill out this form and send them back to me whenever is convenient!

Jace LeGarde

Customer Solutions Coordinator

Interstate Parking – Duluth

jlegarde@interstateparking.com

(218) 727-7275 Ext. 2



From: Brett Mensing <brett.mensing@isd709.org>
Sent: Wednesday, September 21, 2022 2:48 PM
To: Jace LeGarde <jlegarde@interstateparking.com>
Cc: nathan glockle <nathan.glockle@isd709.org>
Subject: Re: Technology Village Parking

[EXTERNAL]

Good afternoon, Jace,

Please see the attached document you requested.

Please let me know if you need additional information or have any questions.

Thank you,

Brett

Brett S. Mensing

Business Services Coordinator | Executive Assistant to the CFO | Election Clerk

Independent School District #709 | [4316 Rice Lake Road, Suite 108](https://www.isd709.org/) | Duluth, MN 55811

Email: brett.mensing@isd709.org | **Phone:** (218) 336-8704 (or internal x1008) | **Fax:** (218) 336-8773

Hours: 7:30 a.m. - 4:00 p.m.

Please note our new address.

On Wed, Sep 21, 2022 at 8:38 AM Jace LeGarde <jlegarde@interstateparking.com> wrote:

Morning Brett!

Sounds good! You can fill out this form (just the pink highlighted parts) and we'll have the new parkers fill out their own individual ones. Let me know if you have any questions!

Jace LeGarde

Customer Solutions Coordinator

Interstate Parking – Duluth

jlegarde@interstateparking.com

(218) 727-7275 Ext. 2



From: Brett Mensing <brett.mensing@isd709.org>
Sent: Tuesday, September 20, 2022 12:58 PM
To: Jace LeGarde <jlegarde@interstateparking.com>
Subject: Re: Technology Village Parking

[EXTERNAL]

Hi Jace,

Thank you for reaching out!

I have been approved to go ahead with a direct pay --

You will have to send an invoice to me, then I will get it signed and brought to our AP dept. for processing.

Before then, do you need me to fill out the agreement?

Please let me know, and we'll get this in motion.

Brett

Brett S. Mensing

Business Services Coordinator | Executive Assistant to the CFO | Election Clerk

Independent School District #709 | [4316 Rice Lake Road, Suite 108](#) | Duluth, MN 55811

Email: brett.mensing@isd709.org | **Phone:** (218) 336-8704 (or internal x1008) | **Fax:** (218) 336-8773

Hours: 7:30 a.m. - 4:00 p.m.

Please note our new address.

On Tue, Sep 20, 2022 at 9:06 AM Jace LeGarde <jlegarde@interstateparking.com> wrote:

Hi there Brett!

I just spoke with Nathan, and it sounds like they are going to need five additional parking passes for the Technology Village Ramp. I was wondering what the best way to go about billing this would be. I've attached our parking agreement for you to look at. Let me know what questions you have!

Thanks!

Jace LeGarde

Customer Solutions Coordinator

Interstate Parking – Duluth

jlegarde@interstateparking.com

(218) 727-7275 Ext. 2



Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s)

and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Men as Peacemakers, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

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

2. **Performance.** Contractor will lead MEGA Group meetings onsite at Lincoln Park Middle School and Myers-Wilkins, Piedmont and Laura MacArthur Elementary Schools. The purpose of this group is to build social-emotional skills, conflict resolution and leadership skills. Groups will happen once a week and will occur over lunch and/or recess periods. The Contractor agrees to obtain parental permission for those students who wish to participate. The District agrees to provide a room/space as needed.

Contractor will lead Girls Restorative Group meetings onsite at Lincoln Park Middle School and Denfeld High School. The purpose of the group is to create inclusive and safe places where girls develop authentic, supportive relationships, and social emotional skills by changing the narrative of what it means to be a black and brown girl. This program gives youth the tools and inspiration to have power over their own lives by experiencing leadership within their community.

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.** There is no cost to the student for the services. The District will contribute a total of \$7,000 for the Contractor's services.

5. **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.

6. **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.

7. **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.

8. **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: Jacob Laurent, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Men as Peacemakers, Attn: Laura Gapske, 123 W Superior St, Duluth, MN 55802.

9. **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.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

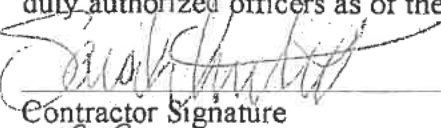
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

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

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


Contractor Signature

41-1841689
SSN/Tax ID Number

9/22/22
Date


Program Director

9/22/2022
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

XXX 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

Sarah Carter
 Executive Dir. of Finance & Business Services

James Smith

9/22/22
 Date

Lincoln Park: 01-E-225-211-160-305-000

Myers: 01-E-540-203-160-305-000

Piedmont: 01-E-550-203-160-305-000

Laura MacArthur: 01-E-525-203-160-305-000

Derfeld: 01-E-215-211-160-305-000

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and 1st Witness, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6th, 2022 and shall remain in effect until June 30th, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** 1st Witness will provide Child Sexual Abuse Prevention information to both parents and children of Duluth Public School elementary sites upon request.
3. **Background Check.** Not applicable

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 **\$5,000.00 (five thousand dollars and no cents)** in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 staff training meeting per site, and 1 social worker training district wide.

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: Jacob Laurent, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1st Witness, 4 W 5th St, 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.

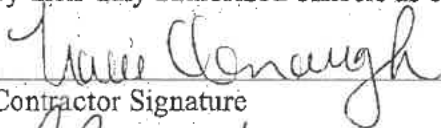
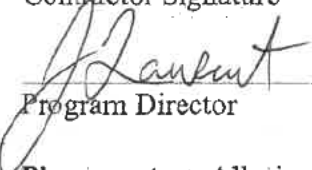
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

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 9/21/22

 Program Director _____ Date 9/21/22

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

This contract is funded by either:

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

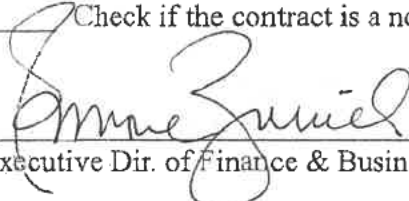
Please check the appropriate line below:

XXX 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	030	000	305	042
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


 Executive Dir. of Finance & Business Services _____ Date 9/21/22

First Witness Child Advocacy Center

4 West 5th Street
Duluth, MN 55806 US
218-727-8353
firstwitness@jmrfg.com



INVOICE

BILL TO
Duluth Public Schools

INVOICE 2288
DATE 06/15/2022
TERMS Net 30
DUE DATE 07/15/2022

DATE	DESCRIPTION	HOURS/QTY	RATE	AMOUNT
06/01/2022	Safe and Strong Child® Programming ISD 709	1	5,000.00	5,000.00

Thank you for utilizing First Witness Safe and Strong Child® prevention education program. We look forward to continuing our partnership during the 2022/23 school year.

BALANCE DUE

\$5,000.00

Thank you!

This invoice was sent via email to Jacob Laurent on 6/16/2022

-Madeline Kvale



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Don Lepper	donald.lepper@isd709.org
Stowe Elementary 715 101st Avenue West, Duluth MN 55808	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
Deposit: You have made a reservation to stay for September 28, 2022 - September 30, 2022 with 50 participants. To hold your reservation we require a deposit of \$750.00. This contract is valid for 30 days after receipt.	
Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i>	

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

Printed Name: <i>Simone Zunic</i>	Title: <i>Exec. Dir. Finance and Business</i>	
Signed Name: <i>Simone Zunic</i>	Date: <i>9/13/22</i>	
Billing Contact: <i>Accounts payable</i>	Billing Address: <i>4316 Rice Lake Road, Suite 108</i>	
Billing email address: <i>a.p.vendor@isd709.org</i>	<i>Attn: AP</i>	
	<i>Duluth MN 55811</i>	
Cardholders Name: <input type="checkbox"/> same as billing contact	Cardholders address: <input type="checkbox"/> same as billing address	
Credit Card #	Exp Date:	CVV:
If unable to pay at this time, when can we expect your deposit?		

Budget Code

79 E 565 298 000 398 475

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

Today's Date: September 13, 2022