

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, May 9, 2023

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
 - A. **Human Resources**
 - 1) HR Monthly Department Summary Report 3
 - B. **Business Services**
 - 1) Enrollment Report 5
 - 2) Child Nutrition Department Report 7
 - 3) Facilities Department Report 8
 - 4) Technology Department Report 10
 - 5) Transportation Department Report 11
3. **Recommended Resolutions**
 - A. B-5-23-3958 - Acceptance of Donations to Duluth Public Schools 12
 - B. B-5-23-3959 - Acceptance of Grant Awards to Duluth Public Schools 13
 - C. B-5-23-3960 - Designation of the Superintendent as the Identified Official with Authority (IOwA) for MN Dept. of Education (MDE) SERVS Financial 14
 - D. B-5-23-3961 - Authorized Bank Account Signer 15
4. **Consent Agenda**
 - A. HR Staffing Report 16
 - 1) Job Description for Field Support Technician (Revision) 17
 - B. Finances
 - 1) Financial Report 22
 - 2) Approval of Facilities Manager, Bryan Brown, to approve invoices and purchases not to exceed \$25,000, an increase from \$5,000 (Written Approval)
 - 3) Fundraisers 23
 - C. Bids, RFPs, and Quotes
 - 1) BID #1303 - Dairy (One Year Extension) 24
 - 2) RFP - 314 Copier Service 30
 - D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
 - A. District Properties Update 41
 - B. Expenditure Contracts 46
 - C. No Cost Contracts 188
 - D. Revenue Contracts 208

E. Grant Applications

220

Human Resources Report Summary May 2023 Activities

Staffing Updates:

Number of staffing changes Received by HR during the month of March. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	2	6
# Retirements	3	4
# Resignations	0	13
# Leave of Absences	1	1

HR Department Updates:

Molly Meagher was hired on April 24, 2023 as the Human Resources Assistant covering the front desk. Molly comes to the District with 8 years of receptionist/customer service experience.

Elementary Specialist mini-fill will take place on May 10, 2023. Any additional openings that remain after this process will be posted for hiring. Miranda Fox, our HRIS Specialist has been busy over the last few months getting electronic timesheets set up for most of our non-certified staff. No paper timesheets are being used after May 1, 2023.

HR Staff will be working over the next few months on developing a comprehensive new hire orientation and onboarding processes and records retention.

Benefits Updates:

The Benefits Department is hosting a Calm Sessions Challenge for the month of May to bring awareness to Mental Health Awareness Month for our employees. It encourages employees to engage in 100 “mindful” minutes of Calm Sessions to help manage anxiety and depression, assist with burnout, and get better sleep. Additional information regarding the District’s Employee Assistance Program was also sent out. Both Calm and EAP reminders will be sent out during the duration of May.

The Department is also hosting our Spring Open Enrollment for our Health Insurance plan through PEIP. Open enrollment runs from May 1st-May 11th. We are prepping for the end of the year by assisting our retiring teachers with information regarding COBRA, their severances, and pensions.

Contract Negotiations:

We have had six bargaining units request to bargain, Non-Certified Business Division Administrators Association (NCBAA), Paraprofessionals (Education Assistants), Food Service Employees, Clericals, Principals and Teachers. Administration is currently working on scheduling initial meetings with the bargaining units and initial proposals.

Hiring Updates:

Certified:

School Administration (1)
 Teachers, District Wide (1)
 Teachers, Elementary (7)
 Teachers, High School (7)
 Teachers, Middle School (3)
 Teachers, Special Education (8)

Summer School (11)

Non-Certified:

Administrative/Management (1)
 Child Nutrition (10)
 Clerical (1)
 Maintenance/Transportation (22)
Engineer II (1)
School Custodian (15)
Second Shift Engineer (1)
Bus Helper (1)
School Bus Driver II (4)

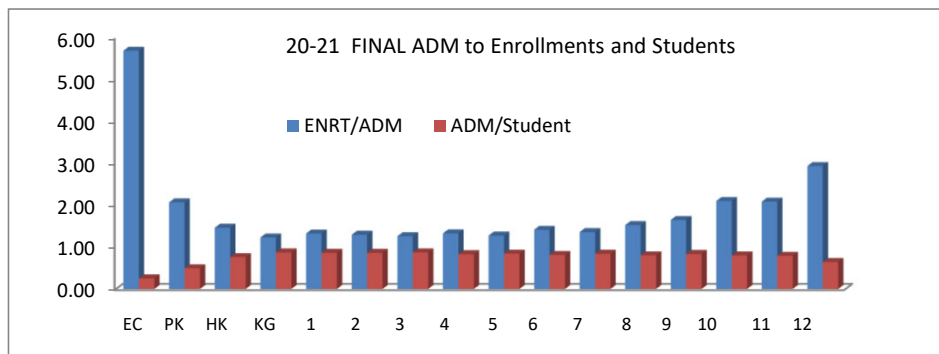
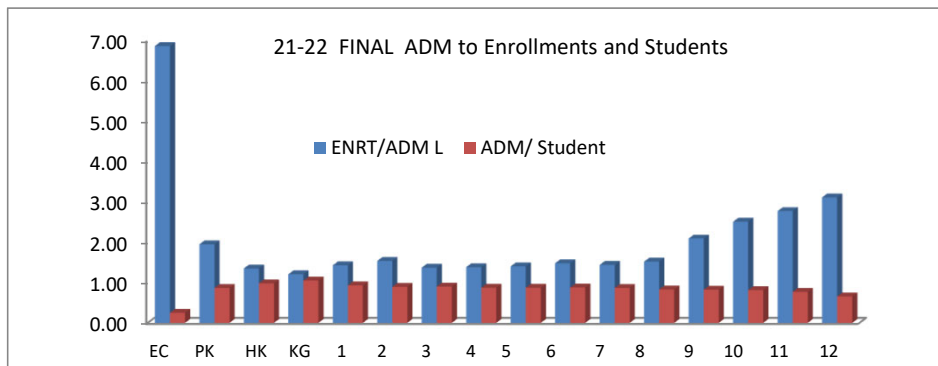
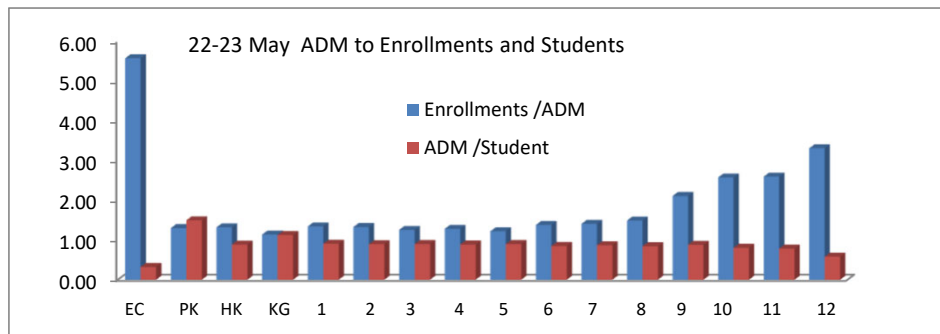
Paraprofessionals (34)

Health Asst. Paraprofessional LPN (1)
Mental Health Practitioner (1)
Sign Language Facilitator (1)
Sp. Ed. Building Wide Paraprofessional (4)
Sp. Ed. Program Paraprofessional (12)
Sp. Ed. Student Specific (3)
Sp. Ed. Student Specific Set III Paraprofessional (9)
Supervisory Paraprofessional (3)

**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
May 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	794	444	376	142.41	102.00	5.58	0.32
PK	68	35	82	52.31	42.65	1.30	1.49
HK	166	142	133	125.84	90.00	1.32	0.89
KG	570	445	490	500.93	522.00	1.14	1.13
1	775	638	588	577.49	605.00	1.34	0.91
2	799	673	612.66	601.71	602.00	1.33	0.89
3	732	649	594	583.39	586.00	1.25	0.90
4	757	665	600.66	590.43	585.00	1.28	0.89
5	731	667	609.83	599.45	604.00	1.22	0.90
6	682	582	502.78	494.22	509.00	1.38	0.85
7	820	670	595.33	582.72	559.00	1.41	0.87
8	861	685	590.22	577.72	585.00	1.49	0.84
9	1528	824	722.17	724.47	648.00	2.11	0.88
10	1697	818	656.93	659.02	650.00	2.58	0.81
11	1805	889	693.67	695.87	680.00	2.59	0.78
12	1844	959	555.54	557.31	625.00	3.31	0.58
PS	662	661					
Total:	14629	9785	8402.79	8065.30	7994.65	1.81	0.82

+proj-budg> 70.65

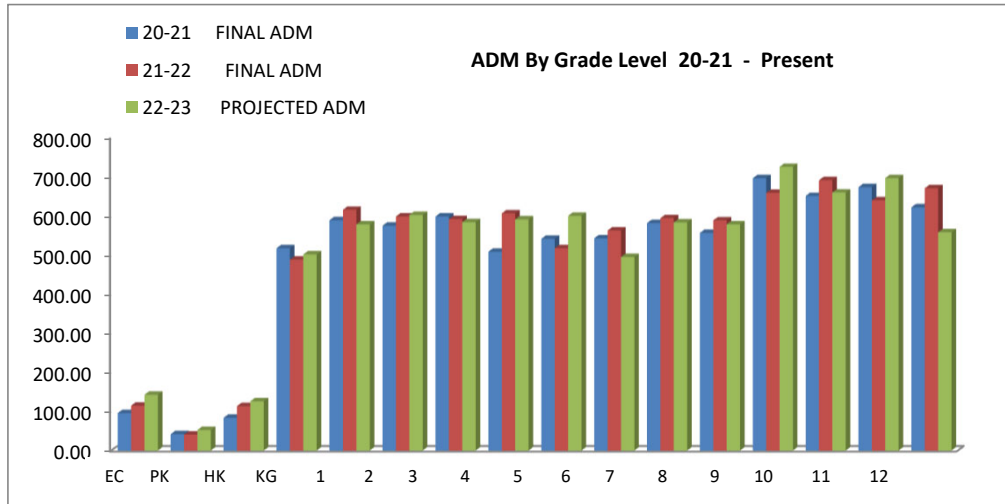


**Duluth Public Schools Projected Average Daily Membership (ADM) Report
TEMPLATE 20YY**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	794	444	376	142.41	102.00	5.58	0.32
PK	68	35	82	52.31	42.65	1.30	1.49
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PS	662	661					
Total:	14629	9785	8402.79	8065.30	7994.65	1.81	0.82

+proj-budg> 70.65

GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 OCT 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 Oct 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	199	142.41
PK	68	41.58	70	40.57	-29.43	47	52.31
HK	77	83.52	101	113.54	12.54	107	125.84
KG	520	516.69	502	487.64	-14.36	521	500.93
1	596	588.40	616	614.82	-1.18	571	577.49
2	582	574.16	593	597.78	4.78	604	601.71
3	617	597.62	603	590.84	-12.16	584	583.39
4	523	507.84	621	605.84	-15.16	588	590.43
5	558	540.73	527	516.78	-10.22	596	599.45
6	576	542.05	577	561.90	-15.10	512	494.22
7	586	581.07	604	593.59	-10.41	597	582.72
8	576	555.74	601	587.95	-13.05	597	577.72
9	723	695.44	687	658.15	-28.85	730	724.47
10	680	650.09	717	690.45	-26.55	695	659.02
11	734	672.61	680	638.94	-41.06	733	695.87
12	756	621.11	832	669.75	-162.25	767	557.31
Total:	8358	7864.10	8487	8083.11	-403.89	8448	8065.30



Child Nutrition Report

April 2023

Week of:	Breakfast 4/3/2023	Lunch 4/3/2023	Breakfast 4/17/2023	Lunch 4/17/2023	Breakfast 4/24/2023	Lunch 4/24/2023	Breakfast	Lunch	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	277	1191	357	1470	359	1496					993	4157	71	297
Denfeld	819	1823	915	2110	1030	2368					2764	6301	197	450
Harbor City										1039	0	1039	0	74
East High	1015	1708	1230	1905	1330	2067					3575	5680	255	406
Homecroft	590	1142	721	1430	757	1390					2068	3962	148	283
Lakewood	229	564	377	788	362	785					968	2137	69	153
Lester Park	555	1472	740	1949	696	1728					1991	5149	142	368
Lincoln park	655	1469	834	1768	857	1891					2346	5128	168	366
Lowell	1131	1707	1299	1944	1468	2217					3898	5868	278	419
Laura Macart	699	849	952	1137	978	1115					2629	3101	188	222
Myers-Wilkin	652	992	759	1258	816	1336					2227	3586	159	256
Ordean/East	508	2408	638	2853	686	3015					1832	8276	131	591
Piedmont	1049	1240	1279	1590	1388	1710					3716	4540	265	324
Rockridge	28	94	83	120	88	123					199	337	14	24
Stowe	655	652	875	885	898	906					2428	2443	173	175
ALC	39	97	42	120	56	127					137	344	12	31
	4 days	ALC 3	5 days	ALC 4 days	5 days	ALC 4 days								
	8901	17408	11101	21327	11769	22274	0	0	0	1039	31771	62048	2272	4439
Denfeld Supp	Mon-thurs	405		391		0		0		0		796	TOTAL	
Daily average													133	

Pizza Bid for school year 23/24

Only 1 pizza company responded to our bid for next school year. Pizza Hut was that company and they have increased their pizza cost by 50%. We have decided at this time to not buy already cooked pizza for next school year as we are not sure our budget can handle that large of a jump.

Free School Meals for school year 23/24

Meals will be free for all students next school year. 1 Breakfast and 1 Lunch will be provided to all students at no charge. More specifics and guidance from the State of Minnesota, Food and Nutrition department is forthcoming. Will share that information as it is known.

Summer Meals

Summer meals will be held at the following USDA approved sites.

Breakfast will be served from 7:30-10:00. Lunch will start at 11:00 and go to 1:00. Monday thru Friday. No service on July 4, 2023.

Stowe Elementary, Laura MacArthur Elementary, Denfeld Highschool, Piedmont Elementary Myers Wilkins Elementary, Lowell Elementary.

Rockridge will also be able to pick up meals from one of the open sites for their programs.

We do anticipate working with the Local Boys and Girls clubs, as well as other city-wide groups to provide bag lunches.

Afterschool At-Risk Supper Meal Program – Denfeld Highschool-Administrative Review

An Administrative review was conducted by the State of Minnesota, Department of Child and Adult Food Programs for the Month of April. No significant findings were noted. The reviewer was complimentary on the high level of service provided to her and the students. Next review will be in 3 to 5 years.

Facilities Management & Capital Project Status Report

April 2023

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Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 381 work orders and are currently working on 232 open work orders.
- Utilities did an amazing job keeping up with both weather related issues and Operational work orders during the month of April.

Capital Construction

- Denfeld tower work is complete. The spire and finial are installed, waiting on final electrical inspections. Smith Bell and Clock should be getting the clock going in early May. Dave from INSPEC should be doing the final inspection after that.
- FY24 Congdon playground construction order acknowledgement has been received from Landscape Structures.
- FY24 Congdon Field improvements SOW and Notice of Bids have gone out.
- The boiler at Stowe is installed, factory startup went smoothly with no issues. Boiler is in operation and Jamar has finished pipe insulation.

- **Ongoing Discussion with Legal Representation**

- PSS Track Lane 1 Ponding Remediation is ongoing. (still)
- Talking with legal over purchasing property for Lowell entrance widening project.

- **Construction Tasks “On The Hill”**

- Final tasks are ongoing in the existing Facilities building which is close to complete.
- Interior work is starting/ongoing at the DSC and Transportation Building.
- 2nd floor ceilings are going in.
- Furniture installation started in mid April.
- Site work and bituminous will be completed last.
- Pre-move planning has begun with quotes received from Innovative.

Building Operations

- Operations staff have been performing an excellent job and keep working hard. Most sites are shorthanded after a run of retirements and staff out sick in most sites.
- Buildings and Generators performance was excellent during weather related blackouts.
- There were currently a few retirements and resignations that created more openings in the currently vacant positions. Getting hard to fill licensed Engineers as they are out sick or on Vacation. Hats off to our retired staff that’s helping fill in for vacant positions.
- Starting to get ready for the summer deep clean.

Health, Safety & Environmental Management

- Fire Marshal ordered corrections completed at Myers, Stowe, Lakewood and Lowell. Awaiting operational permits
- Fire code corrections at Homecroft and Ordean are still underway
- LPMS has been designated as a host site for Certified Alice Instructor training in August
- 3rd Labor Management Safety Committee meeting of the 22-23 school year held
- 4th Emergency Management Safety Committee meeting of the 22-23 school year held

- New Classroom guides have made it through the review process and will be printed over the summer

Workers' Compensation Activities

April 2023 (as of 4/30/23)

- First report of incidents:----- 4
- OSHA recordable incidents:----- 1
- Days away from work:----- 30
- Days of restricted work:----- 52

2023 YTD Incidents (January 1, 2023 - December 31, 2023)












- First report of incidents:----- 55
- OSHA recordable incidents:----- 10
- Days away from work:----- 134
- Days of restricted work:----- 169

Technology Department - April Report (4/1 - 4/30)

10

- **Cybersecurity**




- Google Security
 - Gmail

- 1.4M Emails Messages Accepted/Delivered 
 - 128K Rejected 
 - 50K Spam folders 
 - 5.8K were identified as Phishing 
 - 48 were identified having a suspicious attachments 
 - 7K were identified as Spoofing 
 - 0 emails were identified as Malware
- Account Information
 - 10,955 Active Accounts 
 - 24.93TB of storage 
 - 164K Files shared externally 
 - 583 Suspicious login attempts 
 - 1.4K Failed user login attempts
 - 52 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 299 New Technology Support Tickets Created 
- 338 Tickets were resolved 
- 220 Tickets remain unresolved 

- **Projects - Four (4) Monthly Outlook**

- Transportation network infrastructure installation and configuration
- DSC network infrastructure installation and configuration
- Facilities network infrastructure installation and configuration
- DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the physical installation
- UHG move to DSC and Facilities
- Transportation move to the new Transportation building
- Lincoln Park: Cafeteria AV System installation. We will be working with CDW-G and Pro-Tech Management to address the physical installation
- Lincoln Park: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
- Ordean: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
- District-Wide: 1,055 new Wireless Network Access Point (AP) upgrade. We will be working with CDW-G to address the physical AP installation. NOTE: Denfeld, East and Lincoln were addressed during the April break.

- District Wide: 550 new Dell Windows desktop system upgrade. This includes ordering, receiving, installation, imaging plus addressing any unique software or accessories
- District Wide: 2,054 new Dell Chromebooks for 2nd grade classrooms, 6th & 9th grade students.
- District-Wide: \$2M Classroom AV Upgrades. This will update 200 classrooms plus 21 portable SMART MX286 Displays on carts. Project is scheduled to start June 12, 2023 and finish the second week in August.

Transportation Report April 2023 Activities

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

Latest update on the new buses – The second one is done and is in our possession. We need to get the inspection for wheelchairs done and the cameras installed before they go out as route buses.

We are planning on using the new routing software to plan summer school. Our department continues to navigate daily changes in routing per school requests in the older software.

There are daily changes on a total of 434 individual routes (routing, day changes, time changes, etc.).

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a few drivers short and the current ones are getting worn out from the long shifts.
- We have one driver in training and a possible applicant but we do not have spare helpers so drivers end up covering helper shifts as well.
- We have a new assistant supervisor starting later this month which should help the department move forward. The prior applicant ended up not accepting the job last minute.

Bus Maintenance

- Scheduled maintenance is mostly caught up at this time
- We continue to deal with an aging fleet and the many issues that brings, we have multiple buses that are scheduled for larger repairs with Mid state but they are still backlogged and can only get one done every few weeks for us.
- We have a line on 4 off lease buses if we can work out funding for them to replace some of the oldest ones in the fleet.

Our oldest bus is a model year 2010 and the next oldest are three 2011's.
Current average mileage 94,000 (goal is 50,000 – 60,000).

We are doing everything we can to keep up with the demands of routing and bussing students and we are just managing with the current staff but everyone is getting tired due to the long hours every day. I continue to assure them we will get through this together as a team.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Congdon ES	Margaret and David Jones	\$100.00		The donors are unknown to anyone at Congdon, but we appreciate the donation
Lester Park ES	Tom Bennett	\$300.00	Must go toward Wolf Ridge trip	He used to be a 5th grade teacher at Lester many years ago. He loved the Wolf Ridge trip and wanted to contribute toward it. We have a really sweet letter from him. The 5th graders will be sending him thank you letters
Lester Park ES	Chris & Sharon McMahon	\$225.00	For Lester Wolf Ridge Scholarships	
Lester Park ES	Lester Park Foundation	\$2,300.00	For the 5th Grade Wolf Ridge trip	
East HS	Rotary Club of Duluth Harbortown	\$1,000.00	For the Harbortown Rotary Project	

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant in accordance with the donor’s terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
<p>Duluth Public Schools Fund Board of Trustees and the Duluth Superior Area Community Foundation</p>	<p>Lisa Butche</p>	<p>Homecroft</p>	<p>\$2,000.00</p>	<p>The goal of this project is to create small group literacy kits and individual sound kits to enhance literacy instruction aligned with science of reading and structured literacy practices in my first-grade classroom. By providing students with these kits, they will have materials at their fingertips for hands-on learning, helping them connect the sounds heard in English to print they see on paper. Having small group and individual kits at the ready will save precious instructional time distributing the numerous tools used for phonics instruction. Through interaction with these kits, I expect their skills in phonological awareness, automatic word reading, and spelling to increase from the fall assessment period to the spring assessment period.</p>

RESOLUTION

Designation of the Superintendent as the Identified Official with Authority (IOwA) for
Minnesota Department of Education (MDE) SERVS Financial

WHEREAS, the Minnesota Department of Education (MDE) requests that School Districts annually designate the Superintendent as the Identified Official with Authority (IOwA) for the MDE External User Access Recertification System (SERVS Financial). The Identified Official with Authority is responsible for assigning job duties to the appropriate School District staff and authorizing access to MDE secure systems. This annual review and designation of the Superintendent as Identified Official with Authority is in accordance with State Access Security Standard 1.0.

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Superintendent of Schools, be designated the legal authorized representative to serve as the 2023-2024 Identified Official with Authority (IOwA) for MDE SERVS Financial for the School District.

RESOLUTION
Authorized Bank Account Signer – May 2023

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
Miller Memorial	Harbor Pointe Credit Union	XXX23	Sheila Stevens	Cathy Erickson

HUMAN RESOURCES ACTION ITEMS FOR: May 16, 2023

<p><u>CERT APPOINTMENT</u> PETERSON, ELIZABETH A RAPPANA, HEATHER L</p>	<p><u>POSITION</u> SPEC ED PATHOLOGIST/DW, (MA), STEP 9, \$76,237.00 SPED SOCIAL WORKER/DISTRICT WIDE, (MA+30), STEP 9, \$83,258.00</p>	<p><u>EFFECTIVE DATES</u> 8/29/2023 8/22/2023</p>
<p><u>CERT LEAVE OF ABSENCE</u> HORTON, LAURA A</p>	<p><u>POSITION</u> GUIDANCE COUNSELOR/EAST</p>	<p><u>EFFECTIVE DATES</u> 04/03/2023 09/26/2023</p>
<p><u>CERT RETIREMENT</u> LEONE, ANTHONY C, JR WITTMER, NANCY J YANG, LIANG-PI</p>	<p><u>POSITION</u> TEACHER/EAST HS UPDATED DATE SPECIAL EDUCATION TEACHER/CHESTER CREEK INTEGRATION SPECIALIST/LOWELL</p>	<p><u>EFFECTIVE DATES</u> 06/09/2023 07/14/2023 06/09/2023</p>
<p><u>NON CERT PROMOTION</u> LESTER, REBECCA S</p>	<p><u>POSITION</u> EEA EXECUTIVE ASST/HR, 40/52WKS, \$21.42/HR</p>	<p><u>EFFECTIVE DATES</u> 3/27/2023</p>
<p><u>NON CERT APPOINTMENT</u> BICK, RYAN S DAVIS, JACK M JOHNSON, ALEXA J JOHNSON, KATELYN E MEAGHER, MOLLY M KAETER, BRADLEY</p>	<p><u>POSITION</u> Bus Driver CUSTODIAN I/DISTRICT WIDE,40/52WKS, \$17.15/HR Special Education Paraprofessional Piedmont Elementary NUTRITIONAL ASST/LOWELL, 17.5/38WKS, \$13.22/HR EEA CLERICAL/HR, 40/52WKS, \$20.81/HR R.LESTER BUS DRIVER HELPER/TRANSPORTATION, \$20.61/HR, F NOVISTSKI</p>	<p><u>EFFECTIVE DATES</u> 04/11/2023 04/28/2023 04/17/2023 04/24/2023 04/24/2023</p>
<p><u>NON CERT RESIGNATION</u> ANTONICH, DIANE M BOVARD, KAYLEE K BUSKER, KEITH T BUSKER, SHANNON L DAVENPORT, JAKE R DELUCA, JUSTINA I EDDY, BROOKE M MALLOY, MARGARET A MARCHAND, RENA M MATTSON, ASHLEY J SCHNELL, KELSEY C TUTTLE, ARTHUR L WATKINS, MEGAN M</p>	<p><u>POSITION</u> PARAPROFESSIONAL ECFE/LESTER PARK PARA HEALTH ASSISTANT/DISTRICT SCHOOL CUSTODIAN I/DENFELD SCHOOL CUSTODIAN I/DENFELD HS SPECIAL ED PARA/LAURA MACARTHUR SPED PARA/EAST HS SPECIAL ED PARA/DENFELD HS OFFCE SUPPORT SPECIALIST/EARLY CHILD SCREENING SPED CHILD SPECIFIC PARA/EAST HS CAFETERIA/PLAYGROUND MONITOR/MYERS-WILKINS SPED PARA/MERRITT CREEK MENTAL HEALTH PRACTITIONER/MYERS -WILKINS INTEGRATION SPECIALIST/MYERS WILKINS</p>	<p><u>EFFECTIVE DATES</u> 06/09/2023 05/25/2023 02/20/2023 04/28/2023 06/09/2023 04/28/2023 04/03/2023 06/09/2023 04/04/2023 05/01/2023 03/17/2023 06/09/2023 05/26/2023</p>
<p><u>NON CERT LEAVE OF ABSENCE</u> HERRALA, ADAM M</p>	<p><u>POSITION</u> FIELD SUPPORT TECHNICIAN/TECHNOLOGY</p>	<p><u>EFFECTIVE DATES</u> 05/22/2023 05/22/2024</p>
<p><u>NON CERT RETIREMENT</u> FRIDSMA, IRENE A LEONARD, BRIAN R SWEARENGIN, SANDRA J YANG, LIANG-PI</p>	<p><u>POSITION</u> OFFICE SUPPORT/ORDEAN EAST MS TECHNICAL TUTOR PARA/EAST HS REVISED DATE NUTRITIONAL SERVICE ASSISTANT/LESTER PARK INTEGRATION SPECIALIST/LOWELL</p>	<p><u>EFFECTIVE DATES</u> 07/31/2023 06/09/2023 04/21/2023 06/09/2023</p>



CLASSIFICATION DESCRIPTION

TITLE: Field Support Technician

<p><u>Title of Immediate Supervisor:</u> Network Administrator or Director of Technology</p>	<p><u>Department:</u> Technology</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Not Applicable</p>		<p><u>Pay Grade Assignment:</u> Non-Certified Business Division Administrators' Association, Weekly Salary Schedule, Non-Certified Administrators, Pay Class III</p>

General Summary or Purpose Of Job:

Provide tier 1 support for staff. Processes and reviews help desk tickets for installation and troubleshooting of district hardware and software. This includes support for desktops, laptops, printers, PDA's, SMART Boards, classroom audio systems, and other district technology. Provide Tier 1 and Tier 2 technology support for district users. Review and process help desk tickets for installation and troubleshooting of district hardware, services and software. This includes support for desktops, laptops, Chromebooks, printers, interactive/non-interactive display systems, projectors, classroom audio systems and other district technology systems, services and software.

DUTY NO.	ESSENTIAL DUTIES: (These duties and frequencies are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p>Installs and assists in configuring, administering, and maintaining district hardware, software and operating systems. Responds to Help Desk Tickets from district users needing assistance with district hardware, services and software.</p>	Daily 5%
2.	<p>Maintains Active Directory user/group accounts. Install, replace, upgrade, and maintain district hardware, software, operating systems and cloud services as needed.</p>	Daily 5%
3.	<p>Responds to helpdesk tickets from users needing assistance with district hardware and software. Support Microsoft Active Directory (AD) and Google Workspace for Education for devices, users and groups.</p>	Daily 90%
4.	<p>Talk with co-workers in order to research problems and find solutions and upgrades for existing systems. Collaborate with co-workers in order to research problems, document solutions, and upgrade existing systems.</p>	Monthly 5%



CLASSIFICATION DESCRIPTION

TITLE: Field Support Technician

5.	Work with software and hardware vendors and other technology department staff to request service regarding defective products.	Monthly 5%
6.	Makes recommendations for system improvements.	Monthly 5%
7.	Performs other duties of a comparable level or type.	As required

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

- Requires a minimum of a two-year degree in computer science, management information systems, or similar degree; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.
- Experience in Microsoft Windows XP or higher.
- Must have valid driver's license and a personal vehicle
 - Four-year baccalaureate degree in Computer Science, Management Information Systems, or similar technical degree plus a minimum of one (1) year of work experience in the technical areas listed below: or a minimum of a two-year Associate in Science (A.S.) or Associate in Applied Science (A.A.S.) degree in Computer Science, Management Information Systems, or similar technical degree plus a minimum of two (2) years of work experience in the technical area listed below:
 - Experience providing user support in a Google Workspace environment.
 - Experience providing user support in a Microsoft Windows environment.
 - Experience using Microsoft Active Directory (AD) for supporting devices, users and groups.
 - Experience using Google Admin Console for supporting devices, users and groups.
 - Experience using an enterprise endpoint management solution like Microsoft System Center Configuration Manager (SCCM), Microsoft Endpoint Configuration Manager (MECM) or Microsoft Intune that is used to image PCs and install software
 - Experience using and supporting users in an enterprise Help desk ticketing system like Freshdesk, Zoho Desk Zendesk or Solarwinds
 - Experience using and supporting an enterprise Asset Management System
 - Must have a valid driver's license and a personal vehicle or have the ability to travel between district sites in a timely manner.

Desirable Qualifications:



CLASSIFICATION DESCRIPTION

TITLE: Field Support Technician

<ul style="list-style-type: none"> ▪ Four year baccalaureate degree in Computer Science/MIS or equivalent education and work experience ▪ Microsoft certification ▪ Altiris experience ▪ Knowledge of Microsoft Active Directory (AD) ▪ SMART Boards experience ▪ Prior K12 work experience
<p>Certification or Licensing Requirements_(prior to job entry):</p>
<ul style="list-style-type: none"> ▪ Certification assigned hardware and operating systems. (Preferred) ▪ Certification in the current Microsoft Windows Operating System ▪ Must have valid driver’s license
<p>Knowledge Requirements: Requires knowledge of:</p>
<ul style="list-style-type: none"> ▪ Experience in Microsoft Windows XP or higher. ▪ Documented training or work experience in assigned hardware and operating systems.
<p>Skill Requirements: Skilled in:</p>
<ul style="list-style-type: none"> ▪ Technical Troubleshooting skills ▪ Customer service and communication. ▪ Technical writing and documentation.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		○		
Walk			○	
Sit			○	
Use hands dexterously (use fingers to handle, feel)				○
Reach with hands and arms		○		
Climb or balance		○		



CLASSIFICATION DESCRIPTION

TITLE: Field Support Technician

Stoop/kneel/crouch or crawl		<input type="checkbox"/>		
Talk and hear			<input type="checkbox"/>	
Taste and smell	<input type="checkbox"/>			
Lift & Carry:				
Up to 10 lbs.		<input type="checkbox"/>		
Up to 25 lbs.		<input type="checkbox"/>		
Up to 50 lbs.		<input type="checkbox"/>		
Up to 100 lbs.	<input type="checkbox"/>			
More than 100 lbs.	<input type="checkbox"/>			
General Environmental Conditions:				
Working in our schools				
General Physical Conditions:				
Work can be generally characterized as setup of computer, monitors and printers.				
Vision Requirements: Check box if relevant			Yes	No
No special vision requirements			<input type="checkbox"/>	
Close Vision (20 in. of less)				
Distance Vision (20 ft. of more)				
Color Vision			<input type="checkbox"/>	
Depth Perception				
Peripheral Vision				



CLASSIFICATION DESCRIPTION

TITLE: Field Support Technician

Job Classification History:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting 2002

Revised: 12/1/05

**HR/BS Services Committee Monthly Fund Balance Report
May 9, 2023 Committee Meeting**

5.3.23

REVENUES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July- Sept	BUDGET BALANCE
General	1	\$ 107,743,537.86	\$ 111,763,937.97	\$ 111,763,937.97	\$ 87,715,492.39			\$ 24,048,445.58
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00	\$ 3,985,000.00	\$ 3,375,483.89	\$ -		\$ 609,516.11
Transportation	3	\$ 5,900,000.00	\$ 5,900,000.00	\$ 5,900,000.00	\$ 3,110,178.08			\$ 2,789,821.92
Community Ed	4	\$ 8,114,000.00	\$ 8,406,948.04	\$ 8,406,948.04	\$ 6,157,208.94			\$ 2,249,739.10
Operating Captial	5	\$ 5,462,130.31	\$ 5,462,130.31	\$ 5,462,130.31	\$ 8,586,995.27	\$ -		\$ (3,124,864.96)
Building Construction	6	\$ -	\$ -	\$ -	\$ 136,692.62			\$ (136,692.62)
Debt Service Fund	7	\$ 22,979,390.64	\$ 22,979,390.64	\$ 22,979,390.64	\$ 2,215,290.61			\$ 20,764,100.03
Trust Fund	8	\$ 258,575.00	\$ 258,575.00	\$ 258,575.00				\$ 258,575.00
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00	\$ 917,000.00	\$ 725,330.40	\$ -		\$ 191,669.60
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00	\$ 236,006.00	\$ 189,745.94			\$ 46,260.06
REVENUE	TOTALS:	\$ 155,595,639.81	\$ 159,908,987.96	\$ 159,908,987.96	\$ 112,212,418.14	\$ -	\$ -	\$ 47,696,569.82

EXPENSES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July-Sept	BUDGET BALANCE
General	1	\$ 104,358,876.11	\$ 112,752,885.67	\$ 112,752,885.67	\$ 85,691,946.46	\$ 5,572,816.28		\$ 21,488,122.93
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56	\$ 4,427,346.56	\$ 3,473,755.74	\$ 565,498.74		\$ 388,092.08
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00	\$ 6,176,300.00	\$ 6,650,307.26	\$ 691,412.82		\$ (1,165,420.08)
Community Ed	4	\$ 8,658,980.50	\$ 8,950,128.54	\$ 8,950,128.54	\$ 5,970,378.84	\$ 20,147.98		\$ 2,959,601.72
Operating Captial	5	\$ 8,394,018.57	\$ 8,394,018.57	\$ 8,394,018.57	\$ 5,048,072.00	\$ 1,488,366.77		\$ 1,857,579.80
Building Construction	6	\$ -	\$ -	\$ -	\$ 15,463,957.90	\$ 542,218.82		\$ 5,466,366.28
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56	\$ 24,691,484.56	\$ 26,473,174.36			\$ (1,781,689.80)
Trust Fund	8	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00				\$ 250,000.00
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00	\$ 924,000.00	\$ 778,130.82	\$ 70,453.62		\$ 75,415.56
Student Acitivity	79	\$ 414,040.00	\$ 432,775.81	\$ 432,775.81	\$ 118,667.54	\$ 1,444.84		\$ 312,663.43
EXPENSE	TOTALS	\$ 158,295,046.30	\$ 188,471,482.71	\$ 188,471,482.71	\$ 149,668,390.92	\$ -	\$ 8,952,359.87	\$ 29,850,731.92

<u>Fin 160 ESSER III</u>	<u>Expenses</u>
Program 030 Asst Supt	\$ 62,073.08
Program 110 Admin	\$ 121,949.59
Program 108 Tech	\$ 5,386,167.54
Program 203 Elem	\$ 1,485,582.68
Program 211 Secondary	\$ 1,091,629.52
Program 640 Staff Dev	\$ 14,751.41
Program 805 Operations	\$ 86,592.41
Program 760 Transportation	\$ 253,476.47
Program 740 Pupil Engage	\$ 9,203.63
	<u>\$ 8,511,426.33</u>

<u>Fund 06 Build construction: Program 870</u>	<u>Expenses</u>
debt serv payment/prof serv course 000/000	\$ 1,042,859.67
admin owner pymnt course 800	\$ 11,546.49
admin design serv course 801	\$ 145,681.12
admin constru mgmt course 802	\$ 185,608.83
admin commissions course 803	\$ 27,967.29
interior surf constr costs course 804	\$ 14,056,192.78
admin site services 805	\$ 262,614.26
long term lease 806	\$ 825.00
	<u>\$ 15,733,295.44</u>

<u>Ex Curricular</u>	<u>Fund 01</u>
Program 298 Revenue	\$ 360,629.00
Program 298 Expense	\$ 459,368.95

**Fundraisers Reported
April 2023**

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	School-wide PBIS Team	\$8,000.00	GoFundMe to support students going to Valley Fair



Duluth Public Schools ISD 709
 4316 Rice Lake Road, Suite 108
 Duluth, MN 55811

Dear Cathy,

We are submitting the following price quote to you for the 2023-2024 School year. Our Grade A products meet all local, State and Federal requirements for the lunch program.

All half-pint milks are subject to the attached Escalator Clause. All other products follow the monthly market change.

March 2023 Pricing

Chocolate Skim	ECO Half-Pint	\$0.346
Skim	ECO Half-Pint	\$0.333
1%	ECO Half-Pint	\$0.344

We appreciate your consideration of Kemps to supply your school with milk for the 2023-2024 School year.

Sincerely,

Kyle Punton
 General Manager
 Kemps - Good Comes Around.
 420 West Broadway Avenue
 Minneapolis, Minnesota
 612.723.5596

Jill Lofald, Board Chair



Kemps General Information

Address: Kemps LLC
420 West Broadway Avenue,
Minneapolis, MN 55411

Key Bid Contact: Kyle Punton
General Manager
612-723-5596
Kyle.Punton@Kemps.com

Payment Terms: Payment is due by the 14 days after invoice date.

Return Milk Policy:

Kemps only takes back and gives credit for milk that is delivered with less than 10 days from expiration OR any milk that is deemed a manufacturer defect, damaged, or not sellable upon delivery. Please be cognizant of your next scheduled delivery, especially around break periods. The school is responsible for disposing of any milk that goes outdated.

Renewed Bids:

At the outset of each year a bid is renewed, Kemps reserves the right to make an annual price adjustment to cover any increases in operating costs. Price adjustments are related to fuel, labor, employee benefits, packaging, resin, etc.

We appreciate the consideration for your business and look forward to serving you in the 2023-2024 School Year.

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Kemps LLC, 420 West Broadway Avenue, Minneapolis, MN 55411, 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 July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Bid-1303 - Dairy per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are 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 the TIN is provided.

4. **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.

5. **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.

6. 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.

7. 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.

8. 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.

9. 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: Simone Zunich, Exec. Dir. of Finance & Business Services, 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 Kemps LLC, 420 West Broadway Avenue, Minneapolis, MN 55411.

10. 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.

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

12. **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.

13. **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.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid-1303 specifications.

15. **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.

16. **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:

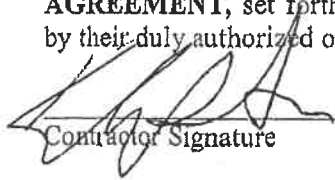
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

41-1336018
SSN/Tax ID Number

4/19/23
Date

Program Director

Date

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

Date

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
218.336.8738

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services
FROM: Cathy Holman, District Purchasing Coordinator
SUBJECT: RFP – 314 Copier Service Contract
DATE: May 5, 2023

Bids for district Copier Service Contract were advertised in the Duluth News Tribune and sent to six (6) providers of copiers and service of copiers.

Two responses were received:

1. Great Lakes Office Solutions
2. Marco Technologies

Three other companies responded prior to the bid opening declining to bid, but requesting to remain on the vendor list for future consideration. One company did not respond.

The vendors were asked to complete cost per copy pricing on specific machines based on copies per minute (CPM) in both color copying and black and white copying. They were also asked to define their charges for pre-service contract inspections and guaranteed response time to a call-out. These parameters were used to determine who had the lowest price overall.

The recommendation is to award Great Lakes Office Solutions RFP #314 for the term of 7/1/23 through 6/30/28. Defined as a four (4) year contract period based on annual renewals by mutual agreement with an optional one (1) year extension at ISD 709's discretion.

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Great Lakes Office Solutions, 1423 N 8th St, Superior, WI 54880, 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 July 1, 2023 and shall remain in effect until June 30, 2028, 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.** RFP 314 Copier Service Contract per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are 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 the TIN is provided.

4. **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.

5. **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.

6. 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.

7. 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.

8. 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.

9. 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:Simone Zunich, Exec. Dir. of Finance & Business Services , 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 Great Lakes Office Solutions, 1423 N 8th St, Superior WI 54880.

10. 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.

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

12. **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.

13. **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.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of RFP 314 specifications.

15. **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.

16. **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

INDEPENDENT SCHOOL DISTRICT NO. 709

**RFP-314
COPIER SERVICE CONTRACT**

**FORM OF PROPOSAL
PAGE 1 OF 5**

NOTE: These quantities are subject to change prior to actual service agreements being made with the vendor. In addition, quantities in each segment will change during the course of the contract.

- 1) Segment (1) copiers - 49 CPM and below
Approximately eight (8) copiers with an estimated annual total volume of 621,000 copies.

Copiers representing this segment:

Konica Minolta Bizhub 368	(3)
Konica Minolta Bizhub 454e	(1)
Konica Minolta Bizhub 450i	(1)
Konica Minolta Bizhub 458/458e	(3)

Proposed cost per copy \$.0059 X 204,000 est. annual usage = \$ 3,663.90 Ext
(Total of all above equipment for this segment)

- 2) Segment (2) copiers - 50 CPM and above:
Approximately thirty-eight (24) copiers with an estimated annual total volume of 2,620,200 copies.

Copiers representing this segment:

Konica Minolta Bizhub 550i	(3)
Konica Minolta Bizhub 552	(3)
Konica Minolta Bihzub 554e	(6)
Konica Minolta Bizhub 558/558e	(4)
Konica Minolta Bizhub 654e	(3)
Konica Minolta Bizhub 658e	(3)
Konica Minolta Bizhub 754	(2)
Konica Minolta Bizhub 654e	(1)
Konica Minolta Bizhub 658e	(3)
Konica Minolta Bizhub 754e	(2)

Proposed cost per copy \$.0047 X 2,620,200 est. annual usage = \$ 12,314.00 Ext
(Total of all above equipment for this segment)

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

INDEPENDENT SCHOOL DISTRICT NO. 709

**RFP-314
COPIER SERVICE CONTRACT**

FORM OF PROPOSAL

PAGE 2 OF 5

3) Segment 3 color copiers - 50 CPM and above:

Four (4) copiers with an estimated annual total volume of 214,370 copies black/white and color as calculated below.

Copiers representing this segment:

Konica Minolta Bizhub C652 (1)

Proposed cost per black/white copy \$.0085 X 25,000 est. annual usage = \$ 212.50 Ext

Proposed cost per color copy \$.07 X 5,000 est. annual usage = \$ 350.00 Ext

Konica Minolta Bizhub C558 (2)

Proposed cost per black/white copy \$.0048 X 127,000 est. annual usage = \$ 609.60 Ext

Proposed cost per color copy \$.033 X 46,000 est. annual usage = \$ 1,518.00 Ext

Konica Minolta Bizhub C3320i (1)

Proposed cost per black/white copy \$.0068 X 10,600 est. annual usage = \$ 72.08 Ext

Proposed cost per color copy \$.053 X 7,700 est. annual usage = \$ 408.10 Ext

B. CHARGE PER MACHINE FOR PRE-SERVICE CONTRACT INSPECTION, IF NOT PREVIOUSLY ON A SERVICE AGREEMENT WITH YOUR FIRM:

\$ 0 PER MACHINE

C. GUARANTEED RESPONSE TIME FOLLOWING CALL-OUT: 4 HRS

D. ISD 709 reserves the right to add additional equipment in each segment at that existing schedule.

* All rate increases in subsequent years shall be in accordance with the Consumer Price Index for the Midwest Region and shall be negotiated from this basis.

INDEPENDENT SCHOOL DISTRICT NO. 709

**RFP-314
COPIER SERVICE CONTRACT**

FORM OF PROPOSAL

PAGE 3 OF 5

E. SUPPLEMENTAL DATA

- A. Names of other school districts and information relative to copier services your company provides at present.

<u>Name of School District:</u>	<u>City:</u>	<u>No. of School Years:</u>	<u>No. of Employees:</u>	<u>No. of Copiers:</u>
ISD 709	Duluth	21		37+
ISD 94	Cloquet	24		21+
ISD 704	Proctor	21		10
FDL-Ojibwe Schools	Cloquet	13		3

- B. Number of personnel employed by your company.

Sales: 1

Service Technicians: 3

Office Personnel: 2

Total Personnel: 6 + 2 Delivery & Maintenance Personnel Part-time

- C. The person(s) in your company who will ensure compliance with the provisions of the contract:

Richard Karlon, President (Name/Title)

Jeff McKay, Vice President (Name/Title)

Dave Ribich, Vice President (Name/Title)

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

INDEPENDENT SCHOOL DISTRICT NO. 709

**RFP-314
COPIER SERVICE CONTRACT**

FORM OF PROPOSAL

PAGE 4 OF 5

D. Additional information, which will clarify or further explain your proposal.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 5 OF 5

** No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

** No purchase will be made from a member of the School board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

I, the person authorized to sign the Form of Proposal, have read the above policy.

This policy restricts X does not restrict me, or the firm from submitting a request for proposal.

If this policy restricts you from bidding, please explain: _____

The undersigned, having carefully examined the specifications for Canon Copier Maintenance, do hereby propose to enter into contract with Independent School District No. 709 based on the strict accordance with said specifications as per the attached.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

AUTHORIZED BY: RICHARD A. KARLON

SIGNATURE: 

ADDRESS: 1423 NORTH 8TH STREET

CITY: SUPERIOR STATE: WI ZIP: 54880

TELEPHONE: (218) 722-9013 FAX: (218) 722-9048

DATE: 5 / 3 / 2023

Note: Machine count totals are not guaranteed and represent the cost per copy for the award of Request Proposal. These figures represent the current agreement approximate totals. These totals will fluctuate with equipment additions or deletions during the course of the contract period.

A complete equipment swap or replacement is not part of the plan for the contract period. Proposals should be based upon the equipment list provided.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.



ISD
709
609
**Duluth
Public Schools**

ISD #709

41

Duluth Public Schools
HOCHS Relocation Project

Monthly Progress Report
April 2023

Project(s) Address: 730 E Central Entrance, Duluth, MN 55802

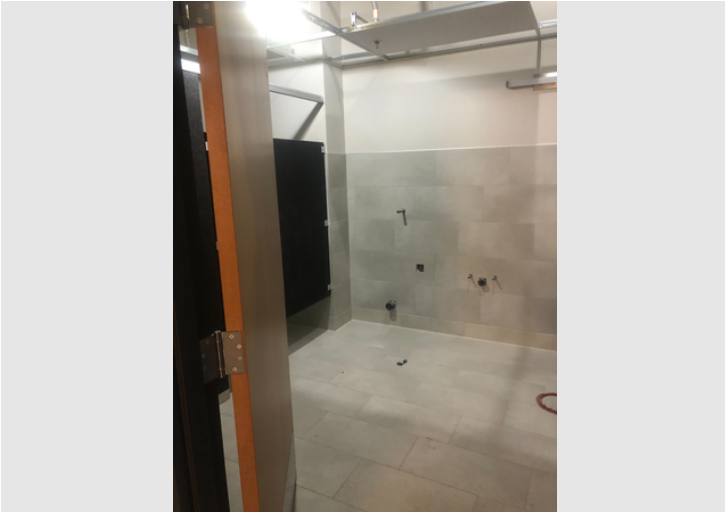
Recent Progress and Activities:

- The Facilities remodel project construction progress:
 - Outstanding items continue to be addressed in order to receive the final Certificate of Occupancy.
- The Public Roadway/DSC/Transportation project construction progress:
 - Interior windows have been installed at the DSC building.
 - Interior ceiling grid continued at the DSC building.
 - 2nd level ACT installation was completed.
 - 1st level ACT installation substantially completed.
 - Drywall installation continued at the DSC building.
 - 2nd level is completely drywalled and painting is substantially completed in all areas.
 - 1st level drywall installation continue, in lobby area.
 - Office areas have been painted.
 - Staircase ceramic tile installation was completed.
 - Wood paneling installation was completed on the main staircase.
 - Furniture installation continued at the DSC building.
 - 1st level casework installation is completed at the DSC building.
 - Light panel installation in ceiling grid continued at the DSC building, in misc. areas.
 - 2nd level carpet tile installation is completed.
 - 1st level continues.
 - Ceramic tile installation was completed in all bathrooms at the DSC building.
 - Ceramic Tile installation commenced at Transportation bathrooms.
 - Completed painting in area A offices.
 - Continued in-wall device installation at Transportation building.
 - Interior glazing installation continues at Transportation building.
 - Lighting installation commenced at the Bus Garage.
 - Completed hydrant loop installation.
 - Continued final grade at Portia Johnson.
 - Completed removals of asphalt and sidewalk at South CHS parking lot.
- Demolition of Central High School:
 - Final clean-up and grading commenced.

Upcoming Activities and Next Steps:

42

- Upcoming construction scope:
 - a. Facilities:
 - i. The outstanding items are expected to be addressed in order to receive the final C of O in hand.
 - b. DSC/Transportation/Roadways:
 - i. Painting to be completed throughout.
 - ii. Lighting installation to be completed at the DSC building.
 - iii. Guardrail glass installation to be completed.
 - iv. 1st level finishing floor to be completed.
 - v. Interior window installation to be completed at the Transportation building.
 - vi. Ceiling grid to be completed throughout at the DSC building.
 - 1. Ceiling tile installation to be completed on 1st level.
 - vii. Floor finishes to be completed throughout at DSC building.
 - viii. Mechanical startups to commence at DSC & Transportation buildings.
 - ix. Sitework to continue throughout.
 - x. Wall painting to continue in readied areas at the Transportation building.
 - xi. Bus Garage lighting installation to be completed.
 - xii. The remaining punchlist to be coordinated and issued.
 - xiii. Continue final grade at Portia Johnson.
 - c. Demolition of Central High School:
 - i. Final clean-up and grading to continue.



Description

Ceramic Tile & Partition Installation - Transportation

Taken Date

05/05/2023 at 09:12 am

Uploaded By

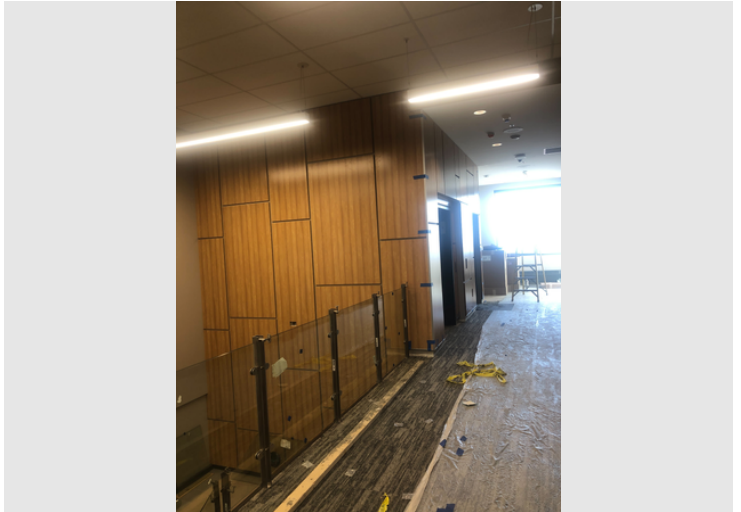
Jason Johnson

Upload Date

05/05/2023 at 10:47 am

File Name

034B30C3-8079-4B58-81EE-A6B...



Description

Wood Paneling Installation at Main Staircase & Elevator - DSC

Taken Date

05/05/2023 at 09:03 am

Uploaded By

Jason Johnson

Upload Date

05/05/2023 at 09:04 am

File Name

1595117F-F9C6-48D3-8FE0-EDBF...



Description

CHS Final Cleanup/Grading

Taken Date

05/05/2023 at 08:58 am

Uploaded By

Jason Johnson

Upload Date

05/05/2023 at 08:58 am

File Name

B86CD9BF-4534-4339-8CBB-5BD...



Description

CHS Final Cleanup/Grading

Taken Date

05/05/2023 at 08:58 am

Uploaded By

Jason Johnson

Upload Date

05/05/2023 at 08:58 am

File Name

2714C21B-6A2B-41C4-B738-38A...



Description

ACT Grid Installation - Transportation

Taken Date

05/03/2023 at 05:32 pm

Uploaded By

Jason Johnson

Upload Date

05/03/2023 at 05:36 pm

File Name

A9F0B577-FCB0-4CCB-AA44-3F7...



Description

Ceramic Tile Installation at Staircase - DSC

Taken Date

04/28/2023 at 07:22 am

Uploaded By

Nathan Norton

Upload Date

04/28/2023 at 07:22 am

File Name

67C7F9ED-534F-494C-8479-8861...



Description

1st Level Boardroom - DSC

Taken Date

04/28/2023 at 07:19 am

Uploaded By

Nathan Norton

Upload Date

04/28/2023 at 07:20 am

File Name

1ECAEB62-DFA2-4DF8-8A8C-306...



Description

Painted Maintenance Bay - Bus Garage

Taken Date

04/14/2023 at 01:31 pm

Uploaded By

Jason Johnson

Upload Date

04/14/2023 at 01:32 pm

File Name

13577F64-D845-418B-8074-3D4...



Description

1st Level Bathrooms - DSC

Taken Date

04/11/2023 at 05:45 pm

Uploaded By

Jason Johnson

Upload Date

04/11/2023 at 05:46 pm

File Name

[C03053DE-F290-4D5C-959F-0A2...](#)



Description

DSC Furniture Install - 2nd Level

Taken Date

04/07/2023 at 08:58 am

Uploaded By

Jason Johnson

Upload Date

04/07/2023 at 09:02 am

File Name

[2D16DF44-2172-42A7-877E-768...](#)



Description

Wood Panel Installation - DSC

Taken Date

04/07/2023 at 08:54 am

Uploaded By

Jason Johnson

Upload Date

04/07/2023 at 08:55 am

File Name

[55A19A76-8ECE-4B25-BFC5-B67...](#)



Description

Furniture Installation - DSC

Taken Date

04/03/2023 at 05:45 pm

Uploaded By

Jason Johnson

Upload Date

04/04/2023 at 09:32 am

File Name

[0FE66D44-B4D0-4D44-8103-7F6...](#)

**Expenditure Contracts Signed
April 2023**

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

*** Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**** Contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
The Jamar Company	\$1,238.38	Facilities (DU/DR)	QUOTE #4360 – District-Wide Annual Inspection & Service to Boilers – Third Year of Contract (Second of Two Renewable Years)
The Jamar Company	\$18,160.80	Facilities (DU/DR)	QUOTE #4372 – District-Wide Refrigeration Repair Services – Second Year of Contract (First of Two Renewable Years)
Donald Holm Construction Co., Inc.	\$40,340.87	Facilities (DU/DR)	BID #1297 – District-Wide Annual Carpentry Labor – Second Year of Contract (First of Two Renewable Years)
Johnson Controls	\$31,366.30	Facilities (DU/DR)	BID #1299 – District-Wide Annual Chiller Inspection and Maintenance Services – Second Year of Contract (First of Two Renewable Years)
Benson Electric Company	\$47,490.28	Facilities (DU/DR)	BID #1291 – District-Wide Electrical Labor – High Voltage & Low Voltage – Third Year of Contract (Second of Two Renewable Years)
Northland Fire & Safety, Inc.	\$24,708.58	Facilities (DR)	QUOTE #4359 – District-Wide Inspection & Testing of Fire Alarm Systems – Third Year of Contract (Second of Two Renewable Years)
Northland Fire & Safety, Inc.	\$2,796.98	Facilities (DR)	QUOTE #4373 – District-Wide Annual Fire Extinguisher Service – Second Year of Contract (First of Two Renewable Years)
Superior Glass, Inc.	\$29,556.90	Facilities (DU/DR)	QUOTE #4362 – District-Wide Glass Replacement Services – Third Year of

			Contract (Second of Two Renewable Years)
Quality Lawn Care	\$53,278.17	Facilities (DU)	BID #1298 District-Wide Lawn Care Services – Second Year of Contract (First of Two Renewable Years)
Hovland, Inc.	\$17,610.57	Facilities (DU/DR)	QUOTE #4361 – District-Wide Annual Cement Masons Labor – Third Year of Contract (Second of Two Renewable Years)
Waste Management	\$117,862.68	Facilities (DU)	BID #1301 – District-Wide Refuse Removal and Recycling Services – Second Year of Contract (First of Two Renewable Years)
Per Mar Security Services	\$49,590.35	Facilities (DU)	QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Third Year of Contract (Second of Four Renewable Years)
A+ Contractors	\$76,387.78	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Central HS, Congdon Park ES, East HS, Lester Park ES, Myers-Wilkins ES and Piedmont ES – Second Year of Contract (First of Two Renewable Years)
Blotti Contracting	\$42,420.14	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Denfeld HS, Laura MacArthur ES, Lincoln Park MS, Stowe ES and Transportation – Second Year of Contract (First of Two Renewable Years)
Viele Contracting Inc.	\$45,600.90	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy – Second Year of Contract (First of Two Renewable Years)
Summit Fire Protection	\$13,750.59	Facilities (DR)	QUOTE #4363 – District-Wide Security Testing/Maintenance of Sprinkler Systems – Third Year of Contract (Second of Two Renewable Years)
Johnson’s Carpet One	\$8,495.00	Facilities (DU/DR)	QUOTE #4382 Flooring Installation Labor
Regional Contracting & Painting	\$36,006.00	Facilities (DU/DR/DR)	BID #1315 Painting Labor
Duluth Community School Collaborative	\$33,000.00*	TLE Dept. (DR)	FIN 161 ESSER funds will help support DASH Program (Denfeld) and the Volunteer and Partnership Coordinator (serving MWES, LPMS, Denfeld HS) – FY23

Duluth Community School Collaborative	\$33,000.00*	TLE Dept. (DR)	FIN 161 ESSER funds will help support DASH Program (Denfeld) and the Volunteer and Partnership Coordinator (serving MWES, LPMS, Denfeld HS) – FY24
Jebeh Cultural Consulting LLC	\$10,000.00*	TLE Dept. (DR)	Professional development keynote speaker for 8/29/23, 12/4/23 and two additional mini sessions in 2023
Chi Maiingan	\$75.00*	Office of Education Equity (OEE) (DR)	Addendum to original contract with vendor – increasing not to exceed amount from \$900.00 to \$975.00
Duluth Community School Collaborative	\$15,000.00*	Office of Education Equity (OEE) (DR)	After school and summer programming to students at MWES
Troy Howes	\$300.00*	Am. Indian Edu. (DR)	Graduation honor song performance at graduation ceremonies
Story North Productions	\$24,000.00*	Communications Office	Strategic planning and recruitment video production
ARCC	\$1,996.99	Technology (DR)	E-rate consulting services for FY23
Residential Services Inc.	\$3,240.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student’s IEP
Residential Services Inc.	\$1,440.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student’s IEP’
Base Education	\$17,550.00*	MTSS Coord. (DR)	Education regarding substance use/misuse – 3-year agreement
Fuel Education	\$30,000.00*	ALC/AEO	Assistance with online credit recovery and independent study program
Derek Francis	\$3,000.00*	East HS (DR)	Staff development presentation regarding racial and social justice
Michelle Rowley	\$1,000.00*	Denfeld HS (DU)	Assistance with Denfeld HS drama dept.
Twin Ports Testing	\$302.50*	Denfeld HS (DU)	Lead testing on historic Denfeld clock tower spire (the old one) ahead of future preservation efforts
Amber Burns	\$1,000.00*	Denfeld HS (DU)	Provided choreography for Denfeld HS Drama Dept. in production of “Chicago”

January 25, 2023

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: QUOTE #4360 – District-Wide Annual Inspection & Service to Boilers - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Swanson:

Attached please find a copy of the Agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by February 15, 2023.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2023.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,



David Spooner
Manager of Facilities
DJS/krl

CONTRACT

ANNUAL INSPECTION AND SERVICE TO BOILERS

QUOTE #4360

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	The Jamar Company		
Contact:	Mark Swanson		
Address:	4701 Mike Colalillo Drive, Duluth, MN 55807		
Phone:	218-628-1027	Fax:	218-628-1174
Correspondence Email Address	mark.swanson@jamarcompany.us		
Emergency Contact & Phone Number	Mark Swanson	218-628-3624	

HOURLY RATE	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
REGULAR Hourly Rate	\$128.00	\$134.53	\$145.42
OVERTIME Hourly Rate	\$192.00	\$201.79	\$218.14
HOLIDAY Hourly Rate	\$256.00	\$269.06	\$290.85

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

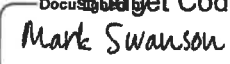
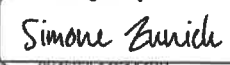
TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	\$1,510.00	\$1,587.01	\$1,715.56
2	Denfeld High School	7	\$3,355.00	\$3,526.11	\$3,811.72
3	East High School	7	\$3,355.00	\$3,526.11	\$3,811.72
4	Homecroft Elementary School	3	\$1,510.00	\$1,587.01	\$1,715.56
5	Lakewood Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
6	Laura MacArthur Elementary School	3	\$1,510.00	\$1,587.01	\$1,715.56
7	Lester Park Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
8	Lincoln Park Middle School	3	\$1,510.00	\$1,587.01	\$1,715.56
9	Lowell Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
10	Myers-Wilkins Elementary School	3	\$1,510.00	\$1,587.01	\$1,715.56
11	Ordean East Middle School	3	\$1,510.00	\$1,587.01	\$1,715.56
12	Piedmont Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
13	Rockridge Academy	2	\$1,050.00	\$1,103.55	\$1,192.94
14	Stowe Elementary School	2	\$1,050.00	\$1,103.55	\$1,192.94
Total Amount			\$22,070.00	\$23,195.57	\$25,074.41
Aerco Boiler 24-Month Service Charge/Boiler			\$1,090.00	\$1,145.59	\$1,238.38

NOTE: SERVICE SHALL BE COMPLETED EARLY IN THE HEATING SEASON
(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

DS
kl

Insurance Received _____	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 380 350 000	
Acceptance of 2023/2024 Contract	DocuSigned by:  Mark Swanson	1/27/2023
ISD 709, Simone Zurich	DocuSigned by:  Simone Zurich	1/27/2023
CFO/Executive Director of Business Services	signature	date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED The Jamar Company 4701 Mike Colalillo Drive Duluth, MN 55807	INSURER A: Zurich American Insurance Company NAIC # 16535	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W26910587 **REVISION NUMBER:**

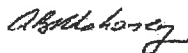
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability	Y	GLO 8902940-03	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
						PRODUCTS - COMP/OP AGG \$ 4,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 8902941-03	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 5,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 5,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 5,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

Re: Quote 4360 - District Wide Annual Inspection & Service to Boilers; Duluth, MN.

CERTIFICATE HOLDER **CANCELLATION**

ISD 709 215 N. First Avenue East Duluth, MN 55802	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

January 25, 2023

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: QUOTE #4372 – District Wide Refrigeration Repair Services – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Swanson:

Attached please find a copy of the agreement between ISD #709 and the Jamar Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

REFRIGERATION REPAIR SERVICES

QUOTE #4372

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	The Jamar Company
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807
Phone Number:	218-628-1027
Fax Number:	218-628-1174
Correspondence Email Address:	mark.swanson@jamarcompany.us
Emergency Contact & Phone Number:	Mark Swanson 218-628-3624

HOURLY RATES	FY23 <i>First Year</i>	FY24 Second Year	FY25 <i>Third Year</i>
Regular Hourly Rates	\$84.00	\$90.80	
Overtime Hourly Rates	\$126.00	\$136.21	
Holiday Hourly Rates	\$168.00	\$181.61	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(8.1% increase over FY23 contract)

Estimated Annual Amount of Quote \$18,160.80

Insurance Received	DS <i>kl</i>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 369 350 000
Acceptance of 2023/2024 Contract		DocuSigned by: <i>Mark Swanson</i>	
ISD 709, Simone Zurich		DocuSigned by: <i>Simone Zurich</i>	signature _____ date _____
CFO/Executive Director of Business Services			signature _____ date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2022 54

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED The Jamar Company 4701 Mike Colalillo Drive Duluth, MN 55807	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC# 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W26910588 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO.JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	GLO 8902940-03	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	WC 8902941-03	12/31/2022	12/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

RECEIVED
JAN 17 2023
FACILITIES MGT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

Re: District Wide Annual Refrigeration Repair Service; Duluth, MN.

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

ISD 709 is included as Additional Insured under the General Liability policy when required by written contract,

CERTIFICATE HOLDER

ISD 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[Signature]

January 25, 2023

Donald Holm Construction Co., Inc.
Attn: Ryker Holm
3211 West 3rd Street
Duluth, MN 55806

RE: BID #1297 – District-Wide Annual Carpentry Labor – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Holm:

Attached please find a copy of the agreement between ISD #709 and Donald Holm Construction Co., Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **April 1, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

CARPENTRY LABOR

Bid #1297

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Donald Holm Construction Co., Inc.
Contact:	Ryker Holm
Address:	3211 West 3rd Street, Duluth, Minnesota 55806
Phone:	218-628-2257 fax 218-628-1858
Correspondence Email Address:	ryker@donaldholmconst.com
Emergency Contact & Phone Number:	Ryker Holm

REGULAR HOURLY RATE	FY23 <i>First Year</i>	FY24 Second Year	FY25 <i>Third Year</i>
CARPENTRY FOREMAN	\$82.21	\$88.87	
CARPENTRY JOURNEYMAN	\$78.44	\$84.79	
APPRENTICE - level 8 (97%)	\$76.96	\$83.19	
APPRENTICE - level 7 (93%)	\$74.90	\$80.97	
APPRENTICE - level 6 (88%)	\$72.36	\$78.22	
APPRENTICE - level 5 (83%)	\$69.83	\$75.49	
APPRENTICE - level 4 (78%)	\$67.30	\$72.75	
APPRENTICE - level 3 (73%)	\$64.76	\$70.01	
APPRENTICE - level 2 (68%)	\$62.23	\$67.27	
APPRENTICE - level 1 (63%)	\$59.69	\$64.52	
LABORER FOREMAN	\$70.10	\$75.78	
SEMI-SKILLED LABERER	\$67.85	\$73.35	
LABORER	\$67.85	\$73.35	
LABORER APPRENTICE (80%)	\$67.85	\$73.35	

OVERTIME HOURLY RATE	FY23 <i>First Year</i>	FY24 Second Year	FY25 <i>Third Year</i>
FOREMAN	\$109.43	\$118.29	
JOURNEYMAN	\$103.80	\$112.21	
APPRENTICE - level 8 (97%)	\$101.51	\$109.73	
APPRENTICE - level 7 (93%)	\$98.47	\$106.45	
APPRENTICE - level 6 (88%)	\$94.67	\$102.34	
APPRENTICE - level 5 (83%)	\$90.87	\$98.23	
APPRENTICE - level 4 (78%)	\$87.07	\$94.12	
APPRENTICE - level 3 (73%)	\$83.26	\$90.00	
APPRENTICE - level 2 (68%)	\$79.47	\$85.91	
APPRENTICE - level 1 (63%)	\$75.66	\$81.79	
LABORER FOREMAN	\$95.02	\$102.72	
LABORER SEMI-SKILLED	\$91.64	\$99.06	
LABORER	\$91.64	\$99.06	
LABORER APPRENTICE (80%)	\$91.64	\$99.06	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(8.1% increase over FY23 contract)

Estimated Annual Amount of Quote **\$40,340.87**

Insurance Received _____	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 379 350 000	
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Ryker Holm</i> J4SC07E5A1E8AD1	signature _____ date _____
ISD 709, Simone Zunich	DocuSigned by: <i>Simone Zunich</i> 6D4602F1454448D...	signature _____ date _____
CFO/Executive Director of Business Services		

January 25, 2023

Johnson Controls
Attn: Ben LaLone
4627 Airpark Boulevard
Duluth, MN 55811

**RE: BID #1297– District-Wide Annual Chiller Inspection and Maintenance Services –
Second Year of Contract (First of Two Renewable Years)**

Dear Mr. LaLone:

Attached please find a copy of the agreement between ISD #709 and Johnson Controls for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 23, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

CHILLER INSPECTION AND MAINTENANCE SERVICES

Bid #1299

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Johnson Controls
Contact:	Ben Lalone
Address:	4627 Airpark Boulevard, Duluth, MN 55811
Phone:	218-725-6762 Fax: 218-727-7945
Correspondence Email Address	ben.lalone@jci.com
Emergency Contact & Phone Number	866-211-3536

CALL OUT HOURLY RATE	FY20 <i>First Year</i>	FY21 Second Year	FY22 <i>Third Year</i>
NORMAL WORKING HOURS	\$169.00	\$182.69	
AFTER NORMAL WORKING HOURS	\$253.50	\$274.03	
SUNDAY & HOLIDAY WORKING HOURS	\$338.00	\$365.38	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on chillers.

ANNUAL INSPECTIONS COST PER BUILDING

1	Congdon Park Elementary School	2	\$2,232.00	\$2,412.79	
2	Denfeld High School	4	\$4,464.00	\$4,825.58	
3	East High School	3	\$3,348.00	\$3,619.19	
4	Homecroft Elementary School	1	\$1,116.00	\$1,206.40	
5	Lakewood Elementary School	1	\$1,116.00	\$1,206.40	
6	Laura MacArthur Elementary School	2	\$2,232.00	\$2,412.79	
7	Lester Park Elementary School	2	\$2,232.00	\$2,412.79	
8	Lincoln Park Middle School	2	\$2,232.00	\$2,412.79	
9	Lowell Elementary School	2	\$2,232.00	\$2,412.79	
10	Myers-Wilkins Elementary School	2	\$2,232.00	\$2,412.79	
11	Ordean East Middle School	2	\$2,232.00	\$2,412.79	
12	Piedmont Elementary School	2	\$2,232.00	\$2,412.79	
13	Stowe Elementary School	1	\$1,116.00	\$1,206.40	
Total Amount			\$29,016.00	\$31,366.30	

NOTE: SERVICE SHALL BE COMPLETED AS STATED IN DOCUMENTS

(8.1% increase over FY23 contract)

kl

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 380 350 000
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Ben Lalone</i>	1/27/2023
	DocuSigned by: <i>Simone Buriich</i>	1/27/2023
ISD 709, Simone Zurich	signature	date
CFO/Executive Director of Business Services	signature	date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 540 West Madison Street Suite 1200 Chicago, IL 60661	CONTACT NAME: Chad Mannella	
	PHONE: (866) 966-4664 (AG, No, Ext):	FAX: (212) 948-5167 (A/C, No):
E-MAIL ADDRESS: JCI.CertRequest@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: OLD REPUBLIC INSURANCE CO	24147	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Johnson Controls US Holdings, LLC
Johnson Controls, Inc.
Tyco International Holding S.a.r.l.
SimplexGrinnell LP (see attached Acord 101)
5757 North Green Bay Avenue
Milwaukee, WI 53209

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY 313947 22	10/01/2022	10/01/2023	EACH OCCURENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$50,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPI/OP AGG	INC IN GEN AGG
A	AUTOMOBILE LIABILITY			MWTB 313946-21 (Excludes NH)	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea Accident)	\$2,500,000
A	<input checked="" type="checkbox"/> ANY AUTO			MWTB 313949-21 (Primary NH \$250k)	10/01/2022	10/01/2023	BODILY INJURY (Per person)	
A	<input type="checkbox"/> OWNED AUTOS ONLY			MWZX 313950-21 (Excess NH \$2.25mm)	10/01/2022	10/01/2023	BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS ONLY			Excess NH Auto is follow form to			PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY			Primary NH Auto				
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURENCE	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC 313943 21 (AOS - See Pg 2)	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWXS 313944 21 (OH & WA)	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JCI / Tyco Contract Number: 1-119073335387
JCI / Tyco Project Name: Duluth Schools Chillers 2022-2023
Customer PO Number: Signed agreement

CERTIFICATE HOLDER

ISD #709- Duluth Public Schools
4316 Rice Lake Road Suite 108
Duluth MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
By Julie Neisen

January 25, 2023

Benson Electric Company
Attn: Nathan Sapik
1102 N. 3rd Street
Superior, WI 54480

RE: BID #1291 District-Wide Electrical Labor - High Voltage & Low Voltage - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Sapik:

Attached please find a copy of the Agreement between ISD #709 and Benson Electric Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **February 15, 2023**.

- **Certificate of Insurance** listing ISD #709 as the Certificate Holder and Additional Insured on the policy as we show your policy expired on **January 1, 2023**.


Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

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

Sincerely,



David Spooner
Manager of Facilities
DJS/krl

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

Bid #1291

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Benson Electric Company
Contact:	Nathan Sapik
Address:	1102 North 3rd Street, Superior, Wisconsin 54880
Phone:	715-394-5547 fax 715-394-5718
Correspondance Email Address	nate@becotm.com
Emergency Contact & Phone Number	Nathan Sapik

REGULAR HOURLY RATE	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
JOURNEYMAN	\$93.00	\$97.74	\$105.66
APPRENTICE - level 6 (85%)	\$70.00	\$73.57	\$79.53
APPRENTICE - level 5 (75%)	\$62.00	\$65.16	\$70.44
APPRENTICE - level 4 (65%)	\$54.00	\$56.75	\$61.35
APPRENTICE - level 3 (55%)	\$46.00	\$48.35	\$52.26
APPRENTICE - level 2 (50%)	\$42.00	\$44.14	\$47.72
APPRENTICE - level 1 (45%)	\$38.00	\$39.94	\$43.17
LOW VOLTAGE TECHNICIAN	\$90.00	\$94.59	\$102.25
LOW VOLTAGE INSTALLER	\$64.00	\$67.26	\$72.71

OVERTIME HOURLY RATE	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
JOURNEYMAN	\$139.50	\$146.61	\$158.49
APPRENTICE - level 6 (85%)	\$105.00	\$110.36	\$119.29
APPRENTICE - level 5 (75%)	\$93.00	\$97.74	\$105.66
APPRENTICE - level 4 (65%)	\$81.00	\$85.13	\$92.03
APPRENTICE - level 3 (55%)	\$69.00	\$72.52	\$78.39
APPRENTICE - level 2 (50%)	\$63.00	\$66.21	\$71.58
APPRENTICE - level 1 (45%)	\$57.00	\$59.91	\$64.76
LOW VOLTAGE TECHNICIAN	\$135.00	\$141.89	\$153.38
LOW VOLTAGE INSTALLER	\$96.00	\$100.90	\$109.07

total estimated amount **\$41,800.00** **\$43,931.80** **\$47,490.28**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 370 350 000
Acceptance of 2023/2024 Contract	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <small>753DEC1CACC5C487</small> </div>	1/27/2023
ISD 709, Simone Zunich	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small> <small>954602F1401A4BB...</small> </div>	_____
CFO/Executive Director of Business Services	<i>signature</i>	<i>date</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2023 63

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 332 West Superior Street, Suite 700 Duluth MN 55802	CONTACT NAME: Jen Christofferson	
	PHONE (A/C No, Ext): 218-625-2129	FAX (A/C, No): 218-722-7756
E-MAIL ADDRESS: jen.christofferson@marshmma.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co of Amer		25674
INSURER B: Travelers Property Casualty Co of Amer		25674
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Benson Electric Company 1102 N 3rd Street Superior WI 54880	BENSOELECT3
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COVERAGES

CERTIFICATE NUMBER: 515301828

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTCO9T679529PHX23	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			8109T6766442326G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9T6808542326	1/1/2023	1/1/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9T67579A2326E	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Inland Marine			DTCO9T679529PHX23	1/1/2023	1/1/2024	Leased/Rented Equip	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 When required by written contract, Certificate holder is included as Additional Insured with regards to the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

ISD 709
 4316 Rice Lake Rd, Suite 108
 Duluth MN 55811

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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January 25, 2023

Northland Fire & Safety, Inc.
Attn: Mary Randby
2213 East 5th Street
Superior, WI 54880

RE: QUOTE #4359 District-Wide Inspection & Testing of Fire Alarm Systems - Third Year of Contract (Second of Two Renewable Years)

Dear Ms. Randby:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **February 15, 2023**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **July 1, 2023**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

Quote #4359

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor: **Northland Fire & Safety, Inc.**
 Contact: **Mary Randby**
 Address: **2213 East 5th Street, Superior, Wisconsin 54880**
 Phone: **715-398-6643** fax **715-398-6647**

Correspondance Email Address	mrandby@northlandfire.com
Emergency Contact & Phone Number	Mary Randby 218-788-6651 (pager)

INSPECTION	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
Total Amount of Quote (<i>see page 2 of 2</i>)	\$12,224.00	\$11,426.47	\$13,498.37

(Contractors annual inspection cost)

ADD/DEDUCT PER DEVICE CHARGE

Smoke/Heat Detector	\$1.00	\$1.05	\$1.14
Signaling Notification Device	\$0.75	\$0.79	\$0.85
Other Initiating Device	\$1.00	\$1.05	\$1.14
Accessory Device	\$1.00	\$1.05	\$1.14

ADD ALTERNATE CLEANING/INSPECTIONS

Kitchen Hood Cleaning (36 hoods) <i>HOCHS removed</i>	\$5,447.00	\$5,724.80	\$6,188.51
ANSUL System Inspection (19 systems)	\$4,420.00	\$4,645.42	\$5,021.70

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Estimated Annual Amount of Bid \$24,708.58

Insurance Received _____	DocuSigned by: <i>Mary Randby</i> <small>22CD49E5F424489...</small>	Budget Code	05 E 005 865 363 305 000
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Simone Zunich</i> <small>9B4602F1461A48B...</small>	<i>signature</i>	<i>date</i>
ISD 709, Simone Zunich		<i>signature</i>	<i>date</i>
CFO/Executive Director of Business Services		<i>signature</i>	<i>date</i>

INSPECTION BREAKDOWN PER BUILDING

LOCATION	FY22 First Year	FY23 Second Year	FY24 Third Year
1) Central High School (closed)	\$441.00	\$463.49	<i>building demo</i>
2) Congdon Park Elementary School		\$631.65	\$682.81
Sensitivity Testing (FY22)	\$616.00		
3) Denfeld High School	\$1,966.00	\$2,066.27	\$2,233.63
4) East High School	\$976.00	\$1,025.78	\$1,108.86
5) Garfield Avenue Building	\$296.00	\$311.10	\$336.29
6) Historic Old Central High School	\$796.00	<i>building sold</i>	
—Sensitivity Testing (FY24)			
7) Homecroft Elementary School	\$491.00	\$516.04	
Sensitivity Testing (FY24)			\$858.92
8) Lakewood Elementary School	\$416.00	\$437.22	
Sensitivity Testing (FY24)			\$807.79
9) Laura MacArthur Elementary School	\$666.00	\$699.97	\$756.66
10) Lester Park Elementary School	\$331.00	\$347.88	\$376.06
11) Lincoln Park Middle School	\$506.00	\$531.81	\$574.88
12) Lowell Elementary School	\$796.00	\$836.60	
Sensitivity Testing (FY24)			\$1,637.16
14) Myers-Wilkins Elementary School		\$726.24	\$785.07
Sensitivity Testing (FY22)	\$1,066.00		
16) Ordean East Middle School	\$686.00	\$720.99	\$779.39
13) Piedmont Elementary School	\$411.00	\$431.96	\$466.95
14) Rockridge Academy	\$366.00		\$415.82
Sensitivity Testing (FY23)		\$489.77	
15) S.T.C. Main Campus (<i>closed</i>)	\$666.00	\$699.97	\$756.66
16) S.T.C. Upper Campus - In progress of Renovations	\$266.00	<i>renovations</i>	
17) Stowe Elementary School	\$466.00	\$489.77	
Sensitivity Testing (FY24)			\$921.40
Total Amount of Quote	\$12,224.00	\$11,426.47	\$13,498.37

January 25, 2023

Northland Fire & Safety, Inc.
Attn: Mark Wagemaker
2213 East 5th Street
Superior, WI 54880

RE: Quote 4373 – District-Wide Annual Fire Extinguisher Service – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Wagemaker:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **July 1, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/30/2022 70

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	CONTACT NAME: Kasi Heilig PHONE (A/C No, Ext): FAX (A/C No): E-MAIL ADDRESS: kasi.heilig@marshmma.com														
INSURED Northland Fire & Safety, Inc 2213 E 5th Street Superior WI 54880	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Secura Insurance, A Mutual Company</td> <td style="text-align: center;">22543</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Secura Insurance, A Mutual Company	22543	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Secura Insurance, A Mutual Company	22543														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 973339757** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CP3325703	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Prop Damage Deduc \$ \$500 per Claim COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU3325705	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3325704	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ISD #709 is Additional Insured as required by written contract or agreement limited to General Liability Coverage.

CERTIFICATE HOLDER ISD #709 Facilities Management 215 N 1st Avenue East Duluth MN 55802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

January 25, 2023

Superior Glass, Inc.
Attn: Knute Pederson
823 Belknap Street, Suite 110
Superior, WI 54880

**RE: QUOTE #4362 District-Wide Glass Replacement Services - Third Year of Contract
(Second of Two Renewable Years)**

Dear Mr. Pederson:

Attached please find a copy of the agreement between ISD #709 and Superior Glass, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by February 15, 2023.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **April 1, 2024.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

GLASS REPLACEMENT SERVICES

Quote #4362

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Superior Glass, Inc.
Contact:	Knute Pedersen
Address:	823 Belknap Street, Suite 110, Superior, Wisconsin 54880
Phone Number:	715-394-5588 fax 715-394-5580
Correspondance Email Address	jmclaren@superiorglass.com
Emergency Contact/Phone Number	Tim Rooney 715-399-3176

		FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
HOURLY RATES	REGULAR	\$81.22	\$85.36	\$92.28
	OVERTIME	\$121.83	\$128.04	\$138.41
	HOLIDAY	\$162.44	\$170.72	\$184.55
Total Annual Amount of Labor		\$24,366.00	\$25,608.67	\$27,682.97

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

Type of Glass	1/4 inch		3/16 inch		1/8 inch		1/2 inch	
Single Pane Clear Laminated	12.65	14.37			10.65	12.10	253.00	287.44
Single Pane Clear Tempered	8.97	10.19	8.92	10.13	8.31	9.44	179.40	203.82
Single Pane Double-Strength Plate					4.13	4.69		
Double Pane Clear Annealed Insul	14.55	16.53					291.00	330.61
Double Pane Colored Annealed Insul	14.75	16.76					295.00	335.16
Double Pane Clear Tempered Insul	17.00	19.31					340.00	386.28
Double Pane Colored Tempered Insul	14.55	16.53					291.00	330.61

(5.1% increase over FY22 contract)

Total Annual Amount of Material	\$1,649.40	\$1,733.52	\$1,873.93
TOTAL ANNUAL AMOUNT OF QUOTE	\$26,015.40	\$27,342.19	\$29,556.90

MULLIONS	\$4.70	\$4.94	\$5.34
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Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000
	<small>DocuSigned by:</small>	05 E LOC 865 368/379 350 000
Acceptance of 2023/2024 Contract	<i>Knute Pedersen</i>	2/8/2023
	<small>26DB804603884D3...</small>	
	<small>DocuSigned by:</small> signature	date
ISD 709, Simon Zurich	<i>Simone Zurich</i>	
CFO/Executive Director of Business Services	<small>8B4662F1481A48B...</small>	date
	signature	date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) ⁷³
1/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holden Ashland Agency 409 W Main St PO Box 351 Ashland, WI 54806	CONTACT NAME: PHONE (A/C, No, Ext): (715) 682-9393 E-MAIL ADDRESS: ngima@holdeninsurance.com	FAX (A/C, No): (715) 682-6855
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: West Bend Mutual	NAIC # 15350
INSURED Superior Glass Inc 49717 State Highway 112 Ashland, WI 54806	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	B240336	12/12/2022	12/12/2023	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		B240336	12/12/2022	12/12/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		B240336	12/12/2022	12/12/2023	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	B240347	12/12/2022	12/12/2023	PER STATUTE	
						OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
re: District-wide glass replacement services: ISD #709 is named as Additional Insured with respect to General Liability for work performed by Named Insured under written contract, inasmuch as its interests may apply.

CERTIFICATE HOLDER ISD #709 215 North 1st Ave East Duluth, MN 55802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

January 25, 2023

Quality Lawn Care
Attn: Paul Morinville
9123 Beaudry St
Duluth, MN 55808

RE: BID #1298 District-Wide Lawn Care Services – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Morinville:

Attached please find a copy of the agreement between ISD #709 and Quality Lawn Care for the above referenced project for the period July 1, 2023 – June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

A Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 11, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

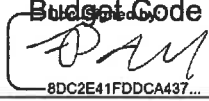
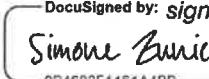
LAWN CARE SERVICES - BID #1298

Second Year of Contract (First of Two Renewable Years)
for the period of May 7, 2023 through September 16, 2023
Independent School District No. 709

Contractor:	Quality Lawn Care
Contact:	Paul Morinville
Address:	9123 Beaudry Street, Duluth, Minnesota 55808
Phone:	218-340-9287
Email Address:	morinvillepaul@yahoo.com
Emergency Contact Phone Number:	218-340-9287

		2022	2023	2024
		First Year	Second Year	Third Year
1	Congdon Park Elementary School	\$95.00	\$102.70	
2	Denfeld High School	\$170.00	\$183.77	
3	East High School	\$185.00	\$199.99	
4	Homecroft Elementary School	\$95.00	\$129.72	
5	Lakewood Elementary School	\$120.00	\$129.72	
6	Laura MacArthur Elementary School	\$120.00	\$129.72	
7	Lester Park Elementary School	\$75.00	\$81.08	
8	Lincoln Park Middle School	\$370.00	\$399.97	
9	Lowell Elementary School	\$90.00	\$97.29	
10	Myers-Wilkins Elementary School	\$260.00	\$281.06	
11	Ordean East Middle School	\$300.00	\$324.30	
12	Piedmont Elementary School	\$95.00	\$102.70	
13	Rockridge Academy	\$95.00	\$102.70	
14	Stowe Elementary School	\$120.00	\$129.72	
15	Transportation Center	\$34.00	\$36.75	
	District Service Center (Central)	\$345.00	\$372.95	
		\$48,811.00	\$53,278.17	

(8.1% increase over 2022 contract)

Insurance Received _____	Budget Code 01 E LOC 810 000 350 000	
Acceptance of 2023 Contract	 <small>8DC2E41FDDCA437...</small>	3/9/2023
ISD 709, Simone Zurich	DocuSigned by: <i>signature</i>	date
CFO/Executive Director of Business Services	 <small>9B4602F1461A49B...</small>	date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J3 INSURANCE - DULUTH 325 S LAKE AVE SUITE 706 Duluth MN 55802	CONTACT NAME: Sylvia Messer PHONE (A/C, No, Ext): 218-728-3600 E-MAIL ADDRESS: Sylvia@j3ins.com FAX (A/C, No): 218-728-9910																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Midwest Family</td> <td>23574</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Midwest Family	23574	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Midwest Family	23574																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Quality Lawn Care Paul & Keith Morinville 9123 Beaudry Street Duluth, MN 55808																					

COVERAGES

CERTIFICATE NUMBER: 20220509132010531

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ACMN0560106603	05/11/2022	05/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP Agg \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAMN0560106604	05/11/2022	05/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUMN0560118723	05/11/2022	05/11/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCMN0560106605	05/11/2022	05/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

ISD #709
 4316 Rice Lake Rd, Ste 108
 Duluth, MN 55811

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sylvia Messer

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March 14, 2023

Hovland, Inc
Attn: Katie Schmidt
4177 Thunderchief Lane,
Hermantown, MN 55811

**RE: QUOTE #4361 – District-Wide Annual Cement Masons Labor - Third Year of Contract
(Second of Two Renewable Years)**

Dear Ms. Schmidt:

Attached please find a copy of the Agreement between ISD #709 and Hovland, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review, and if you concur, please sign and date the Agreement where indicated, **via DocuSign by March 20, 2023**.

Provide the following by **March 31, 2023** (please email to kimberly.ledoux@isd709.org):

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,



Kimberly LeDoux
Facilities Business Manager

CONTRACT

CEMENT MASONS LABOR

Quote #4361

Second Year of Contract (First of One Renewable Year)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

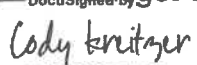
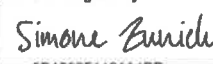
Contractor:	Hovland, Inc.
Contact:	Katie Schmidt
Address:	4177 Thunderchief Lan, Hermantown, MN 55811
Phone:	218-722-1662 fax 218-722-1662
Correspondence Email Address	katie@hovlandinc.com
Emergency Contact & Phone Number	Lon Hovland 218-522-0315 lon@hovlandinc.com

REGULAR HOURLY RATE	FY22	FY23 <i>First Year</i>	FY24 <i>Second Year</i>
FOREMAN	\$125.00	\$131.38	\$142.02
JOURNEYMAN	\$100.00	\$105.10	\$113.61
APPRENTICE	\$85.00	\$89.34	\$96.57

OVERTIME HOURLY RATE	FY22	FY23 <i>First Year</i>	FY24 <i>Second Year</i>
FOREMAN	\$150.00	\$157.65	\$170.42
JOURNEYMAN	\$125.00	\$131.38	\$142.02
APPRENTICE	\$105.00	\$110.36	\$119.29
estimated total amount	\$15,500.00	\$16,291.00	\$17,610.57

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Insurance Received _____	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 384 350 000
Acceptance of 2023/2024 Contract	<small>DocuSigned by:</small>  <small>04E8EE1C7A34405</small>	3/29/2023
ISD 709, Simone Zurich	<small>DocuSigned by:</small> <small>signature</small>  <small>9B4602F1401A46B...</small>	<small>date</small> 3/14/2023
CFO/Executive Director of Business Services	<small>signature</small>	<small>date</small>

January 25, 2023

Waste Management
Attn: Shante Diggles
3101 West Superior Street
Duluth, MN 55806

RE: BID #1301 – District Wide Refuse Removal and Recycling Services – Second Year of Contract (First of Two Renewable Years)

Dear Ms. Diggles:

Attached please find a copy of the agreement between ISD #709 and Waste Management for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **January 1, 2024**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

REFUSE REMOVAL AND RECYCLING SERVICES - BID #1301

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Waste Management
Contact:	Shante Diggles
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	612-453-1582
Correspondence Email Address:	shines2@wm.com
Emergency Contact & Phone Number:	Shante Diggles

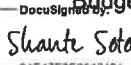
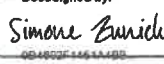
Building	container quantity	per wk/year	FY23 First Year	FY24 Second Year	FY25 Third Year
Congdon Park	1/6 yd	3/40	\$42.81	\$46.28	
Denfeld HS	1/6 yd	2/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Denfeld HS	1/8 yd	3/40	\$57.10	\$61.73	
PS Stadium	1/6 yd	1/40	\$42.81	\$46.28	
District Service Center	1/6 yd	1/52		\$46.28	
East HS	2/6 yd	3/40	\$42.81	\$46.28	
Stadium	1/6 yd	1/40	\$42.81	\$46.28	
Stadium	29/96 g	1/4	\$259.20	\$280.20	
Facilities (Print Shop)	1/6 yd	1/52	\$42.81	\$46.28	
Homecroft	2/6 yd	1/40	\$42.81	\$46.28	
Lakewood	2/6 yd	1/40	\$42.81	\$46.28	
Laura MacArthur	1/6 yd	2/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Lester Park	1/6 yd	2/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Lincoln Park MS	2/6 yd	2/40	\$42.81	\$46.28	
Lowell	1/6 yd	5/40	\$42.81	\$46.28	
Myers-Wilkins	1/6 yd	5/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Ordean East MS	1/6 yd	3/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Piedmont	1/6 yd	2/40	\$42.81	\$46.28	
Summer Program	1/6 yd	2/12	\$42.81	\$46.28	
Rockridge	1/6 yd	1/40	\$42.81	\$46.28	
Stowe	2/6 yd	1/40	\$42.81	\$46.28	
Summer Program	1/6 yd	1/12	\$42.81	\$46.28	
Transportation	1/4 yd	1/52	\$28.53	\$30.84	
Total			\$94,136.16	\$101,761.19	

RECYCLING SERVICES

Cardboard per container	\$17.60	\$19.03
Paper per container	\$3.33	\$3.60
Confidential Recycling per bin	\$18.33	\$19.82
Total	\$14,895.00	\$16,101.49

(8.1% increase over FY23 Contract)

Estimated Annual Amount of Quote **\$117,862.68**

Insurance Received _____	Budget Code 01 E LOC 805 000 330 000	
Acceptance of 2023/2024 Contract	DocuSigned by:  Shante Soto 01E13E3E0619401	3/15/2023
	DocuSigned by:	signature _____ date _____
ISD 709, Simone Zunich	 Simone Zunich 004802F146141400	signature _____ date _____
CFO/Executive Director of Business Services		



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)
12/07/2022

82

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D : ACE Property & Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indemnity Insurance Co of North America	43575	INSURER B : ACE American Insurance Company	22667	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D : ACE Property & Casualty Insurance Co	20699	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Indemnity Insurance Co of North America	43575													
INSURER B : ACE American Insurance Company	22667													
INSURER C : ACE Fire Underwriters Insurance Company	20702													
INSURER D : ACE Property & Casualty Insurance Co	20699													
INSURER E :														
INSURER F :														
INSURED WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIAT 1300299 RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT 2501 W GRANDVIEW RD PHOENIX AZ 85023														

COVERAGES **CERTIFICATE NUMBER: 13685294** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____		Y	Y	HDO G72955924	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY MCS-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		Y	Y	MMT H25575398	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Pet accident) \$ XXXXXXXX	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____		Y	Y	XEUG27929242 008	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000	
A B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	Y	WLR C70311094 (AOS) WLR C70311057 (AZ, CA & MA) SCF C70311136 (WI)	01/01/2023 01/01/2023 01/01/2023	01/01/2024 01/01/2024 01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY		Y	Y	XSA H25575350	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

RECEIVED

JAN 17 2023

FACILITIES MGT

CERTIFICATE HOLDER 13685294 ISD 709 215 NORTH 1ST AVENUE EAST DULUTH MN 55802 T15 P1	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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January 25, 2023

Per Mar Security Services
Attn: David Corder & Ronda Meyer
4210 Airpark Blvd.
Duluth, MN 55811

RE: QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Third Year of Contract (Second of Four Renewable Years)

Dear Mr. Corder & Ms. Meyer:

Attached please find a copy of the Agreement between ISD #709 and Per Mar Security Services for the above referenced project covering the period from July 1, 2023 through June 30, 2024. After review and if you concur, please sign and date the following items where indicated, via DocuSign by February 15, 2023.

A Certificate of insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will be provided prior to the expiration of your current certificate on March 1, 2023.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed by all parties via DocuSign, a copy of the Agreement will be emailed to you. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities
DJS/krl

CONTRACT

SECURITY SYSTEM & FIRE DETECTION MONITORING SERVICES

QUOTE #4358

Third Year of Contract (Second of Four Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	Per Mar Security Services				
Contact:	David Corder				
Address:	4210 Airpark Boulevard, Duluth, Minnesota 55811				
Phone:	218-481-6937	Fax: 218-722-1176			
Correspondence Email Address:	dcorder@permarsecurity.com				
Emergency Contact & Phone Number:	Mike Kloss 15-215-2918				

HOURLY RATE	FY22 1st Year	FY23 2nd Year	FY24 3rd Year	FY25 4th Year	FY26 5th Year
REGULAR Hourly Rate	\$105.00	\$110.36	\$119.29		
OVERTIME Hourly Rate	\$157.50	\$165.53	\$178.94		
HOLIDAY Hourly Rate	\$157.50	\$165.53	\$178.94		

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

MONTHLY MONITORING COST PER BUILDING (15 months) (12 months) (12 months) (12 months) (12 months)

1	Congdon Park Elementary School	\$200.00	\$210.20	\$227.23		
2	Denfeld High School	\$200.00	\$210.20	\$227.23		
3	East High School	\$200.00	\$210.20	\$227.23		
4	Laura MacArthur Elementary School	\$200.00	\$210.20	\$227.23		
5	Lester Park Elementary School	\$207.00	\$217.56	\$235.18		
6	Lincoln Park Middle School	\$207.00	\$217.56	\$235.18		
7	Myers-Wilkins Elementary School	\$207.00	\$217.56	\$235.18		
8	Ordean East Middle School	\$207.00	\$217.56	\$235.18		
9	Piedmont Elementary School	\$207.00	\$217.56	\$235.18		
10	Rockridge Academy	\$196.39	\$206.41	\$223.12		
11	Central High School (closed)	\$259.12	\$272.34	building demolished		
12	Garfield Avenue Building (Utility)	\$188.57	\$198.19	\$214.24		
13	Historic old Central High School	\$107.88	building sold			
14	Homecroft Elementary School	\$200.00	\$210.20	\$227.23		
15	Lakewood Elementary School	\$193.00	\$202.84	\$219.27		
16	Lowell Elementary School	\$193.00	\$202.84	\$219.27		
17	STC Main Campus (closed)	\$107.68	\$113.17	\$122.34		
18	Facilities Management STC Upper Campus	\$92.07	\$96.77	\$104.60		
19	Stowe Elementary School	\$193.00	\$202.84	\$219.27		
20	Transportation Center	\$179.54	\$188.70	\$203.98		
	New Transportation Building at DSC					
	New District Service Center Admin Building					
Total Monthly Amount		\$3,745.25	\$3,822.88	\$4,132.53		

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Total Annual Amount of Quote \$49,590.35

Insurance Received _____	Budget Code	01 E LOC 805 000 370 000
Acceptance of 2023/2024 Contract		
	DocuSigned by: signature	date 2-3-2023
ISD 709, Simone Zunich CFO/Executive Director of Business Services		signature date

Mar 14, 2023

A+ Contractors
Attn: Jeremy Beier
6150 Old Miller Trunk Hwy
Duluth, MN 55779

RE: BID #1302 – Annual Snow Plowing Services –Central HS, Congdon Park ES, East HS, Lester Park ES, Myers-Wilkins ES and Piedmont ES – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Beier:

Attached please find a copy of the agreement between ISD #709 and A+ Contractors for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **March 20, 2023**.

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy). Please email to kimberly.ledoux@isd709.org

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

Kimberly LeDoux
Facilities Business Manager

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2023 through June 30, 2024 (FY24)
 Independent School District No. 709

Contractor: **A Plus Contractors**

Contact: **Jeremy Beier**

Address: **6150 Old Miller Trunk Highway, Saginaw, Minnesota 55779**

Phone Number: **218-428-3050**

Correspondence Email Address: **sales@aplusduluth.com**

Emergency Contact & Phone Number: **Nick Chinello 218-390-4488**

SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Central, 800 East Central Entrance	\$518.88	\$783.73	\$1,064.79
Congdon Park, 3116 East Superior Street	\$481.05	\$718.87	\$891.83
East HS, 301 North 40th Avenue East	\$891.83	\$1,229.10	\$1,783.65
Lester Park, 5300 Glenwood Avenue	\$567.53	\$1,081.00	\$1,621.50
Myers-Wilkins, 1027 North 8th Avenue East	\$648.60	\$1,026.95	\$1,405.30
Piedmont, 2827 Chambersburg Avenue	\$486.45	\$729.68	\$972.90

TOTALS PER SNOW FALL	\$3,594.33	\$5,569.31	\$7,739.96
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Total Annual Amount (16/2/1): **\$76,387.78**

(8.1% increase over FY23 contract)

Insurance Received _____	Budget Code 01 E LOC 810 000 305 000	
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Jeremy Beier</i> 350A8BD1CAE5431	3/14/2023
	signature	date
ISD 709, Simaone Zunich	DocuSigned by: <i>Simone Zunich</i> 0B4602F1461A4BE...	
CFO/Executive Director of Business Services	signature	date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **3/22/2023**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reliable Agency, Inc PO Box 620 Cloquet MN 55720	CONTACT NAME: Kristen Modean	PHONE (A/C No, Ext): 218-655-3375	FAX (A/C, No): 218-655-3375
	E-MAIL ADDRESS: kristen@reliablemn.com		
INSURED A+ Landscaping, LLC 6150 Old Miller Trunk Hwy Duluth MN 55779		ALANDSC-01	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Employers Mutual Casualty Co			21415
INSURER B: Union Insurance Comp of Provid			21423
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 1582659629** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5D86729	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	5E86729	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J86729	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5H86729	6/1/2022	6/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is granted additional insured status in respect to the General Liability per attached endorsement. 30 Notice of Cancellation has been added for Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

Independent School District No. 709 Duluth Public Schools
 215 North First Avenue East
 Duluth MN 55802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristen Modean

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January 25, 2023

Blotti Contracting
Attn: John Blotti
9426 Grand Ave
Duluth, MN 55808

RE: BID #1302 – Annual Snow Plowing Services - Denfeld HS, Laura MacArthur ES, Lincoln Park MS, Stowe ES and Transportation – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Blotti:

Attached please find a copy of the agreement between ISD #709 and Blotti Contracting for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**.

Provide the following by **February 15, 2023** (please email to laura.smithtremble@isd709.org):

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

January 25, 2023

Viele Contracting Inc.
Attn: Desi Govze
5064 Reid Rd
Duluth, MN 55803

RE: BID #1302 – Annual Snow Plowing Services - Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy – Second Year of Contract (First of Two Renewable Years)

Dear Ms. Govze:

Attached please find a copy of the agreement between ISD #709 and Viele Contracting Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

- **Certificate of Insurance** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy). Please email to kimberly.ledoux@isd709.org by **February 15, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2023 through June 30, 2024 (FY24)
 Independent School District No. 709

Contractor: **Viele Contracting, Inc.**

Contact: **Desi Govze**

Address: **5064 Reid Road, Duluth, Minnesota 55803**

Phone Number: **218-728-2334**

fax: **218-730-9917**

Correspondence Email Address: **viele@viele.us**

Emergency Contact & Phone Number: **Nick Viele 218-348-7964 Zack Viele 218-428-5679**

SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Homecroft, 4784 Howard Gnesen Road	\$470.24	\$578.34	\$864.80
Lakewood, 5207 North Tischer Road	\$442.13	\$648.60	\$1,026.95
Lowell, 2000 Rice Lake Road	\$497.26	\$918.85	\$1,081.00
Ordean East MS, 2900 East 4th Street	\$540.50	\$789.13	\$1,081.00
Rockridge, 4849 Ivanhoe Street	\$216.20	\$291.87	\$432.40

TOTALS PER SNOW FALL	\$2,166.32	\$3,226.79	\$4,486.15
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Total Annual Amount (16/2/1): **\$45,600.90**

(8.1% increase over FY23 contract)

Insurance Received <u> </u>	<small>DS</small> <i>kl</i>	Budget Code 01 E LOC 810 000 305 000
Acceptance of 2023/2024 Contract	<small>DocuSigned by:</small> <i>Desi Govze</i>	<small>DocuSigned by:</small> _____
ISD 709, Simaone Zunich	<small>DocuSigned by:</small> <i>Simone Zunich</i>	signature _____ date _____
CFO/Executive Director of Business Services	<small>DocuSigned by:</small> <i>Simone Zunich</i>	signature _____ date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2022

94

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE	
INSURED VIELE CONTRACTING, INC. 5064 REID RD DULUTH, MN 55803-1118	INSURER A: FEDERATED RESERVE INSURANCE COMPANY NAIC #: 16024	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 22** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	1843028	10/19/2022	10/19/2023	EACH OCCURRENCE \$1,000,000 DAMAGED TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1843028	10/19/2022	10/19/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	1843034	10/19/2022	10/19/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1843029	10/19/2022	10/19/2023	<input checked="" type="checkbox"/> PER STATUTE DTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101; Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 418-086-5 ISD #708 DULUTH PUBLIC SCHOOL DISTRICT 215 N 1ST AVE E DULUTH, MN 55802-2058	CANCELLATION 22 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael G Ken</i>
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10/26/22 KL

January 25, 2023

Summit Fire Protection
Attn: Kenneth Schlais
4619 Airpark Boulevard
Duluth, MN 55811

RE: QUOTE #4363 District-Wide Security Annual Testing/Maintenance of Sprinkler Systems - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Schlais:

Attached please find a copy of the agreement between ISD #709 and Summit Fire Protection for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by February 15, 2023.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 1, 2023.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,



David J. Spooner
Manager of Facilities
DJS/krl

CONTRACT

Annual Testing/Maintenance of Sprinkler Systems - Quote #4363

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor: Summit Fire Protection	
Contact: Kenneth Schlais	
Address: 4619 Airpark Boulevard, Duluth, Minnesota 55811	
Phone: 218-740-4412	fax 218-740-4413
Correspondence Email Address	kschlais@summitfire.com
Emergency Contact & Phone Number	Jeff Keppers 218-522-0478

HOURLY RATE	FY22 <i>First Year</i>	FY23 <i>Second Year</i>	FY24 <i>Third Year</i>
REGULAR Hourly Rate	\$85.00	\$89.34	\$96.57
OVERTIME Hourly Rate	\$115.00	\$120.87	\$130.66
HOLIDAY Hourly Rate	\$140.00	\$147.14	\$159.06

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

* as per Summit letter dated 12-10-21

Includes City fees and
additional systems found *

ANNUAL SERVICE COST PER BUILDING

4	Central High School (closed)	\$525.00	\$664.23	building demo
4A	Hydrant (6 hydrants)	\$185.00	\$254.34	renovations
2	Congdon Park Elementary School	\$345.00	\$532.86	\$576.02
3	Denfeld High School	\$570.00	\$2,251.24	\$2,433.59
4	East High School	\$535.00	\$695.76	\$752.12
4A	Hydrant (3 hydrants)	\$95.00	\$207.05	\$223.82
5	Historic Old Central High School	\$975.00		building sold
5A	Fire Pump Testing	\$400.00		
6	Homecroft Elementary School	\$185.00	\$401.48	\$434.00
7	Lakewood Elementary School	\$185.00	\$219.66	\$237.45
7A	Fire Pump Testing	\$400.00	\$420.40	\$454.45
8	Laura MacArthur Elementary School	\$345.00	\$375.21	\$405.60
9	Lester Park Elementary School	\$535.00	\$674.74	\$729.40
10	Lincoln Park Middle School	\$620.00	\$776.69	\$839.60
10A	Fire Pump Testing	\$400.00	\$420.40	\$454.45
10B	Hydrant	\$185.00	\$194.44	\$210.18
11	Lowell Elementary School	\$185.00	\$401.48	\$434.00
11A	Hydrant	\$95.00	\$99.85	\$107.93
12	Myers-Wilkins Elementary School	\$390.00	\$1,044.69	\$1,129.31
13	Ordean East Middle School	\$475.00	\$1,207.60	\$1,305.41
14	Piedmont Elementary School	\$475.00	\$729.39	\$788.47
15	Rockridge Academy	\$185.00	\$207.05	\$223.82
15A	Hydrant	\$95.00	\$99.85	\$107.93
16	STC Main Campus (closed)	\$290.00	\$317.40	\$343.11
17	STC Upper - Facilities Offices	\$185.00		renovations
18	Stowe Elementary School	\$185.00	\$424.60	\$459.00
18A	Hydrant (1 hydrant)	\$150.00	\$99.85	\$107.93
Total Annual Amount of Quote		\$9,195.00	\$12,720.25	\$13,750.59

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Insurance Received _____	Budget Code	05 E 005 865 363 305 000
Acceptance of 2023/2024 Contract	DocuSigned by: <i>Kenneth C. Schlais</i>	
	DocuSigned by: <i>Simone Zunich</i>	signature
ISD 709, Simone Zunich		date 1/31/2023
CFO/Executive Director of Business Services		signature
		date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/26/2022⁹⁷

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Inc. 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Melody Kronbach or Dawn Heinemann PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): E-MAIL ADDRESS: SFPholding@bbrown.com
INSURED SFP Holding, Inc. Summit Fire Protection Company 575 Minnehaha Ave. W. St. Paul, MN 55103	INSURER(S) AFFORDING COVERAGE	
	INSURER A: GREENWICH INS CO	NAIC # 22322
	INSURER B: STARR IND & LIAB CO	38318
	INSURER C: EVANSTON INS CO	35378
	INSURER D: XL SPECIALTY INS CO	37885
	INSURER E: THE BUILDERS GROUP	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 65240713 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CGE7429007	05/01/22	05/01/23	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	X	X	CAR7429008	05/01/22	05/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	1000585091221	05/01/22	05/01/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3FA5352 (E.L.-MN)	05/01/22	05/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D				CWG7429006 (AOS)	05/01/22	05/01/23	E.L. EACH ACCIDENT \$ 1,000,000
E				130001518 (WC-MN)	05/01/22	05/01/23	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ALL Projects/Work Performed by the Named Insured.
General liability, Automobile liability and Excess liability policies include Additional Insured and Primary and Non-contributory coverage when there is a written contract in place that requires this coverage. General liability, Automobile liability and Excess liability and Workers Compensation policies include Waiver of Subrogation coverage when there is a written contract in place that requires this coverage. All coverages apply where applicable by law and subject to the policy(s) terms, conditions and exclusions.

CERTIFICATE HOLDER CANCELLATION

01-0500
ISD #709
215 N 1st Ave E
Duluth, MN 55802
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

March 23, 2023

Johnson's Carpet One
Attn: Kyle Severin
5611 Grand Avenue
Duluth, MN 55807

RE: Quote #4382 Flooring Installation Labor

Dear Mr. Severin:

Attached please find a copy of the Agreement between ISD #709 and Johnson's Carpet One for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 13, 2023**.

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to kimberly.ledoux@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- **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 by July 1, 2024)

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

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Johnson's Carpet One 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 July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **QUOTE #4382 Flooring Installation Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$8,495.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Quote #4382 response;
3. Quote #4382;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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 at an annual rate of approximately \$8,495.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation 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: Simone Zunich, 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 Johnson's Carpet One, 5611 Grand Avenue, 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. 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. (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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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>
Simone Zunich	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2022

105

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holden Insurance Agency, Inc. 823 Belknap St., Suite 121 PO Box 459 Superior, WI 54880	CONTACT NAME: PHONE (A/C, No, Ext): (715) 394-7741 E-MAIL ADDRESS: holden@holdeninsurance.com	FAX (A/C, No): (715) 394-7502
	INSURER(S) AFFORDING COVERAGE	
INSURED Johnson Carpet One Johnsons Carpet, Tile and Lino 5611 Grand Ave Duluth, MN 55807	INSURER A: Integrity Mutual Insurance Co.	
	INSURER B: Westchester Surplus Lines	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		CPP2633275	5/15/2022	5/15/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA2626855	5/15/2022	5/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2626857	5/15/2022	5/15/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCP2626856	5/15/2022	5/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Pollution Liability			G71657772 001	2/21/2022	2/21/2023	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: District Wide Flooring Installation Certificate holder is named as additional insured in regards to the general liability as required by contract.



CERTIFICATE HOLDER Duluth Public School ISD #709 215 North 1st Ave E Duluth, MN 55802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

March 23, 2023

Regional Contracting & Painting
Attn: Rick Impola
PO Box 16661
Duluth, MN 55816

RE: Bid #1315 Painting Labor

Dear Mr. Impola:

Attached please find a copy of the Agreement between ISD #709 and Regional Contracting & Painting for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 13, 2023**.

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to kimberly.ledoux@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- **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 by July 1, 2024)

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

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

THIS AGREEMENT made and entered into this 24th day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Regional Contracting & Painting, 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 July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. Performance.** Perform all work as specified in **BID #1315 Painting Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$36,006.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Bid #1315 response;
3. Quote #1315;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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 at an annual rate of approximately \$36,006.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation 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: Simone Zurich, 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 Regional Contracting & Painting PO Box 16661, Duluth, MN 55816.

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.** (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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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>
Simone Zurich	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
Theresa Severance	Executive Director of Human Resources and Operations

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:
Rick Impola 26351117 5/1/2023
516E319F72CA49D...

Regional Contracting & Painting Signature SSN/Tax ID Number Date

DocuSigned by:
Theresa Severance 3/23/2023
71EC91249687423...

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).

01/05	E	Location	810/865	000/379/384	350	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:
Simone Bunick 4/12/2023
9B4602F1461A4BB...

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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 January 1, 2023 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.** See attached DCSC ESSER Funding Proposal.

3. **Background Check.**

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 \$33,000 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: Assistant Superintendent Anthony Bonds, 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 Duluth Community School Collaborative, Attn: Kelsey Gantzer, 32 E 1st St, Ste 202, Duluth, MN 55802.

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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.

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Duluth Community School Collaborative Proposal for ISD 709 ESSER Funds

February 13, 2023

DCSC Overview

The Duluth Community School Collaborative (DCSC) works with children and youth holistically in the context of their family, their school, and their community. Our mission is to foster community partnerships promoting wellness and school success for youth and families, creating a community of life-long learners that embraces diversity.

Originally created to address inequities within the Hillside neighborhood schools, the Duluth Community School Collaborative was the first in the state of Minnesota to adopt a Full-Service Community School (FSCS) model. This model is considered a leading place-based equity strategy in the education reform movement. The Duluth Community School Collaborative (DCSC) was founded in 1999 at Grant Elementary School and incorporated in 2001 as a 501(c)(3). Neighbors and educators in the community founded the organization (formerly known as Myers-Wilkins Community School Collaborative) in one of the more impoverished areas of the city through a grassroots campaign of advocacy and resource development. Because of its success in achieving desired outcomes; and, due to alignment with District-wide goals, two additional schools joined the Collaborative in 2015—Lincoln Park Middle School and Denfeld High School.

Poverty's impact on children often leads to academic under-performance, and limited access to the educational, social, and cultural enrichment opportunities that keep youth intellectually and creatively engaged. The Duluth Community School Collaborative builds intentional partnerships with community organizations and individuals in order to support academic success and well-being of the whole child. Knowing that poverty's negative impact on children, their families, and neighborhoods is profound and multifaceted, we seek to improve access to services and supports that contribute to student achievement by providing FSCS benefits within Myers-Wilkins, Lincoln Park and Denfeld Schools. The Full-Service Community School Model is based on four pillars: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices. The impact of these services extends far beyond the walls of the school, benefiting neighborhoods, partner organizations, businesses and the City of Duluth.



Proposed Services

In partnership with ISD 709, the Duluth Community School Collaborative is proposing to provide the following services to increase youth development and healthy living opportunities for Duluth-area youth, specifically those from low income households and BIPOC communities over the remained of the 2022-2023 and 2023-2024 school years.

- **DASH Program** - Denfeld After School Happenings (DASH) is a free program held four times a week after school during the school year and for six weeks during the summer. The need for DASH is evident: recent Minnesota Department of Education data shows a sharp decline in Denfeld's four-year graduate rates, from 79.67% in 2020 to 69.79% in 2021—22 percentage points lower than graduation rates at neighboring East High School. Duluth's Assistant Superintendent Bonds identified the socioeconomic divide between the two schools, which was magnified by the pandemic, as the driving force of the disparity. By giving students added support, DASH aims to help all students overcome barriers to graduating on time. Tutors from local colleges and community organizations are here to help all students with academic work throughout the school year. In addition to tutoring, a variety of partners from local community organizations connect with students and expand access to additional free supports that can be provided in or out of the school building such as jobs, housing, food, healthcare, therapy, and more. Students are also able to access a free "super snack" or light meal after school. In 2022, DCSC also began operating a food pantry in our Community Schools Room.

ESSER funding will help us expand the opportunities available to students at DASH. Currently, our Community School Coordinator is supporting both school-wide systems change and leadership team work, while running out of school time (OST) programs. By hiring a Youth Development Coordinator to lead our OST efforts, we will be able to support new community partnerships and bring in diverse speakers that are representative of our student population, culturally relevant activities, and varied experiences to explore post-high school career pathways. Youth will be able to experience leadership opportunities and envision a full-spectrum of career and educational opportunities available to them after graduating. We will also celebrate and highlight diverse voices within the Denfeld school community, greater Duluth, and throughout Minnesota. The importance of youth to engage with positive adult role models of color is well documented. While 7.7% of Denfeld's students identify as Black or African American and 13.7% identify as two or more races, less than five of Denfeld's educators and staff identify as Black.

DASH has served over 150 unique students this school year and serves approximately 60 students each week.

- **Volunteer and Partnership Coordinator** - Duluth Community School Collaborative was awarded funding from AmeriCorps' Volunteer Generation Fund (VGF). With support from VGF, DCSC is in the process of hiring a volunteer coordinator to support volunteer recruitment for in-school and afterschool activities at our three community school sites: Myers-Wilkins Elementary, Lincoln Park Middle School, and Denfeld High School. A Volunteer Coordinator will enable DCSC to create a diverse volunteer base, while providing adequate training and support for volunteers to safely and meaningfully engage with youth.



Proposed Budget

Service	Total Budget	ESSER Request
150+ Denfeld students have access to DASH (Denfeld After School Happenings) after school program. 6-week DASH summer program held in support of learning recovery goals.	\$240,367/yr (\$360,550 for 1.5 yr timeframe) for Denfeld Community School Site Budget – FT Full-Service Community School Coordinator, FT Youth Development Coordinator, Youth and Community Stipends, Program Supplies, Transportation, etc	\$46,000
Volunteer Coordination to support diverse and well-trained volunteers for tutoring, out of school time program support, and school day support at 3 community schools.	\$60,000/yr (\$80,000 for 1.5 yr timeframe) for Full-Time Volunteer Coordinator, Volunteer Database, Promotional Materials/Tabling Fees, etc	\$20,000
	Total ESSER Request	\$66,000

Contact**Duluth Community School Collaborative**

Kelsey Gantzer, Executive Director, kelsey@duluthcsc.org, 218-212-5952

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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 July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** See attached DCSC ESSER Funding Proposal.

3. **Background Check.**

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 \$33,000 in total.

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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.

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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 Duluth Community School Collaborative, Attn: Kelsey Gantzer, 32 E 1st St, Ste 202, Duluth, MN 55802.

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

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

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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 1st day of February, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Jebeh Cultural Consulting LLC, 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 July 1, 2023 and shall remain in effect until May 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Jebeh Cultural Consulting, will collaborate with Duluth Public Schools Staff Development Team to develop Professional Development for staff within the Duluth Public Schools on the topics related to: Rethinking Diversity and Inclusion Practices in the workplace and Diverse Families and Our Impact as Educators. The Professional Development will be tailored to specifically impact Duluth Public Schools educators that work with our children in and out of the classroom.

Professional Development includes:

August 29, 2023 - Keynote Speaker for all Staff Development Day (location to be determined)

Topic: How to be a Cultural Competent Classroom Leader

December 4, 2023 - Speaker and Presenter for All Staff Development Day for Certified and Non Certified Staff. This will include a large group presentation and two breakout sessions with continued Professional Development on *How to be a Cultural Competent Classroom leader*.

Mini Sessions - Two mini sessions, one prior to December 4, 2023, one prior to May 30, 2024.

The mini sessions will offer a venue where smaller groups will receive follow through Professional Development on the topics of Rethinking Diversity and Inclusion Practices in the workplace and Diverse Families and Our Impact as Educators. (The dates are to be determined by the Staff Development Team prior to September 20, 2023.)

This contract includes meetings with the Staff Development team, evaluation results from the Staff Development team, mileage, preparation materials and work, hourly rate, and literature which are subject to negotiation.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$10,000 in total. Jebeh Cultural Consulting will bill Duluth Public Schools in two installments one prior to December 1, 2023 and the second by May 20, 2024, each for a total of \$5,000.

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: Heather Harvick , 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 717 Valley Drive, 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.

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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

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.

[Signature] 86-1631497 2-9-23
Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

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

[Signature] 2/9/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 18th day of April, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Chi Maiingan

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Chi Maiingan (the "Parties") entered into the contract (the "Contract") dated 11/9/22 & 1/24/23, for the purpose of Completion of Ojibwe Bandolier bags.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

Amendments

1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$900.00. This amendment would increase the not to exceed amount to \$975.00.

No Other Change

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

Miscellaneous Terms



3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the

feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

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

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

	[REDACTED]	4-19-23
Contractor Signature	SSN or EIN	Date
		4-20-23
Program Director		Date

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

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

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

01	E	540	203	313	305	314
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

	4/26/23
CFO/Superintendent of Schools/Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of April, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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 9/1/2022 and shall remain in effect until 6/30/2023, 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.** The Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources.
3. **Background Check.** 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 \$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: 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 Duluth Community School

Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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 28 day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Troy Howes, 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 3/28/23 and shall remain in effect until 6/30/23, 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.** *Graduation Honor Song performed at graduation ceremonies*

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 \$ 75 per performance and \$ 300 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: American Indian Education _____, 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) __3920 Tower Ave Apt #A-103 Superior WI 54880_____.

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

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

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

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

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

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

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

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

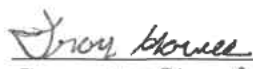
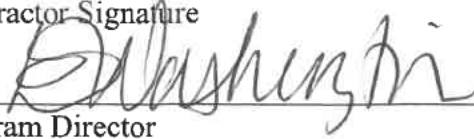
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 03-28-23

 Program Director _____ Date 4-10-23

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:

X 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	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 4/18/23

Independent Producer Agreement

BY AND BETWEEN

STORY NORTH PRODUCTIONS, INC.

AND

DULUTH PUBLIC SCHOOLS

THIS AGREEMENT, by and between Story North Productions, Inc., 394 South Lake Avenue Suite 700, Duluth, MN 55802 (“Producer”), and Duluth Public Schools, 4316 Rice Lake Road Suite 108, Duluth, MN 55811 (“Client”), collectively referred to herein as “the Parties,” is made effective as of the date of all Parties’ signatures and execution as provided below.

WHEREAS, Producer is a creative video production company specializing in story-driven content for companies and individuals; and

WHEREAS, Client desires to retain Producer to provide video productions services in accordance with the terms and conditions set forth below;

NOW THEREFORE, based on the consideration, mutual covenants and conditions contained herein (the receipt, adequacy and sufficiency of which being mutually acknowledged and agreed upon by each party), and subject to all terms and conditions set forth herein, the parties now covenant and agree as follows:

1. Term

1.1 The term of this Agreement shall commence on April 5, 2023, and shall continue until June 30, 2023, unless terminated earlier in accordance with Section 10 (the “Term”).

2. Services

2.1 Producer shall provide Services to Client and its duly authorized representatives, personally or through Producer’s own employees or subcontractors, as set forth in **Schedule A** attached hereto (the “Services”)

2.2 Producer shall determine the manner or means by which it performs the Services for the Client, including, without limitation, optimal time and place for performance of Services, except as agreed to between the parties or set forth in **Schedule A**.

2.3 Except as otherwise specified in **Schedule A**, Producer shall furnish, at its own expense, the equipment, supplies, tools or other materials used to perform the Services.

2.4 Client shall provide Producer with access to its premises and equipment to the extent necessary for Producer’s performance of the Services. Producer shall comply with all

applicable Client policies and procedures relating to Client's business, including those related to occupational health and safety and use of Client's facilities, supplies, information technology, equipment, networks or other resources.

2.5 Producer shall make itself available for consultation with Client at such times and places as mutually agreed upon between the parties. Upon request, Producer agrees to prepare and submit to Client periodic reports regarding performance of the Services.

3. Independent Contractor Relationship

3.1 Producer is and shall remain at all times an independent contractor and not an employee or dependent contractor of Client. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency, fiduciary or employment relationship between Producer and Client, for any purpose, and neither party has the authority to contract for or bind the other party in any manner whatsoever.

3.2 Producer shall provide the Services to Client on a non-exclusive basis, and shall be free to provide its services to third parties during the Term of this Agreement provided that Producer shall not provide such services in a way that is inconsistent with any of the provisions of this Agreement.

3.3 Without limiting Section 3.1, Producer and Producer's employees shall not be eligible to participate in any benefit or compensation plans offered by Client to its own employees, including, without limitation, any payments under any public or private employment standards regulations or agreements.

3.4 Client shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or state taxes, including state or federal health care or pension contributions or worker's compensation, for Producer or Producer's employees. Producer is responsible for any and all of these withholding or remittance obligations, and shall indemnify Client from and against any order, penalty, interest, taxes or contributions that may be assessed against Client due to the failure or delay of Producer in making any such withholdings or remittances on behalf of Producer's employees, or to file such other information as may be required by law.

4. Payment Terms; Expenses

4.1 Client agrees to pay Producer a total not to exceed \$24,000 in consideration for provision of the Services set forth herein and the attached **Schedule A**.

4.2 At the time of execution of this Agreement, Client shall pay Producer a non-refundable deposit equal to 50% of the total consideration to be paid for Producer's Services. The deposit will be subtracted from the final total amount due and owing to Producer upon completion of Services.

- 4.3 Client shall reimburse Producer for reasonable expenses incurred in the provision of Services under this Agreement, as may be modified or set out with greater detail in the attached **Schedule A**, or as the parties may otherwise agree in writing.
- 4.4 Producer shall issue invoice Client upon completion of agreed-upon project milestones or completion of Services under this Agreement, in accordance with the payment plan set forth in **Schedule A**.
- 4.5 Client shall pay invoices within ten (10) days of receipt, except as otherwise modified or agreed upon in writing by the parties. At the discretion of Producer, failure to remit timely payment of invoices may result in suspension or termination of the project.

5. Intellectual Property

- 5.1 Producer, as original creator, retains all copyrights or other intellectual property rights associated with the project files, raw video or other content created as part of Producer's Services rendered under this Agreement (collectively, the "Project Files"), including any of Producer's pre-existing, copyrighted material used in the project. Producer retains all ownership, license, title and right to use excerpts or portions of Project Files for its own advertising, promotional or commercial requirements, subject to the Confidentiality provisions set forth in Section 6 herein.
- 5.2 Upon full payment of all final amounts due and owing under this Agreement, Producer shall grant Client an exclusive license to the final product or products, as delivered, that are the subject of this Agreement, further described in **Schedule A** as the final "Deliverable[s]," including all copyrights or other intellectual property associated therewith.
- 5.3 Upon request, Client may purchase, for additional fee to be negotiated between the parties, all license, right, title, interest in, and possession of, all Project Files created, stored and retained by Producer as part of its performance of the Services under this Agreement, in which event, Producer will further assign to Client all license, right, title and interest throughout the world in and to all Project Files, including all copyrights or other intellectual property associated therewith.

6. Confidential Information

- 6.1 Producer acknowledges that in the course of providing the Services, Producer may create or have access to information that is treated as confidential and proprietary by Client, including, without limitation, information pertaining to any Deliverables, and in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, "Confidential Information").
- 6.2 Producer shall treat all Confidential Information as strictly confidential and only use Confidential Information for purposes of providing Services. Producer shall not, without prior written authorization of Client, either during the Term or after termination

of this Agreement, use or disclose any Confidential Information for the benefit or purposes of Producer or any other person, company or organization.

6.3 Confidential Information shall not include information that is or subsequently becomes generally available to the public.

7. Representations & Warranties

7.1 Producer represents and warrants that it:

(a) has the required skill, experience and qualifications to perform the Services; and

(b) shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and in compliance with all applicable federal, state, and local laws and regulations.

7.2 Client represents and warrants that:

(a) Client has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representatives, whose signature or signatures are set forth below, has been duly authorized by all necessary individual, corporate, nonprofit or governmental action.

8. Mutual Indemnification

8.1 Each Party agrees to indemnify and hold harmless the other, including the other Party's officers, agents, employees or assigns, from any and all claims, causes of action, losses or damages that the indemnified Party may incur as a result of the negligence, errors, omissions, willful or intentional acts of the indemnifying Party arising out of the performance of the indemnifying Party's duties, obligations or Services set forth in this Agreement.

9. Insurance

9.1 During the Term, Producer shall have and maintain in force commercial general liability ("CGL") insurance with policy limits appropriate to protect and indemnify Client from foreseeable losses arising from the Producer or Producer employees' conduct, acts, or omissions, which policy will include contractual liability coverage insuring the activities of Producer under this Agreement. Producer does not guarantee that its CGL policy will be adequate to protect Client from all losses that may arise in every foreseeable instance. Upon written request, Producer shall forward to Client a certificate verifying such insurance. Producer shall not do anything to invalidate such insurance and shall notify Client immediately in writing of notice of termination of such insurance.

10. Termination

- 10.1 During the Term, either Party may terminate this Agreement, with or without cause, upon ten (10) days' written advance notice to the other Party.
- 10.2 In the event of termination by Client pursuant to this clause, Client shall pay the Contractor for any Services completed up to and including the effective date of such termination.

11. Alternative Dispute Resolution

- 11.1 If a dispute arises from or relates to this Agreement or alleged breach thereof, and if the dispute cannot be settled through direct, good-faith communication, negotiation and discussion between the Parties, before resorting to arbitration, the Parties agree to first endeavor to settle the dispute by mediation administered by a mediator or mediation service of the Parties' choice.
- 11.2 If both negotiation and mediation prove unsuccessful, in whole or in part, the Parties agree that any unresolved controversy or claim arising out of or relating to this Agreement, or alleged breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and further that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 11.3 Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$100,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be Duluth, Minnesota, except as may be modified by agreement of both Parties. The arbitration shall be governed by the laws of the State of Minnesota. Each Party will, upon written request of the other, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed.
- 11.4 Time is of the essence for any arbitration under this agreement and arbitration hearings shall therefore take place within 90 days of filing, with awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Each Party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

12. General Terms & Conditions

- 12.1 Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding on Producer and Client only upon reduction to writing and signature by all Parties.

- 12.2 Producer agrees not to assign any rights under this Agreement without the prior and express written authorization of Client.
- 12.3 This Agreement, together with all attachments, addendums, schedules, paragraphs, terms, provisions, modifications, and amendments, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
- 12.4 Producer shall not be liable for any failure of, or delay in, performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, viral pandemic, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation.
- 12.5 In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the Parties to this Agreement.
- 12.6 It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same Parties who executed the original agreement or their successors in office.
- 12.7 The Parties acknowledge and agree that each of them has been advised to seek, had the opportunity to seek, or was otherwise not prevented from seeking independent legal counsel prior to execution and delivery of this Agreement and that, to the extent any Party did not avail itself of such counsel prior to executing the Agreement, said Party did so voluntarily without any pressure or influence by any other.
- 12.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the undersigned Parties hereby execute this Agreement, including associated Schedule A addendum, as follows

STORY NORTH PRODUCTIONS, INC.

DocuSigned by:
By: *[Signature]*
8DD8E8156AD24D7...
Its: Vice President
Date: 4/12/2023

DULUTH PUBLIC SCHOOLS

DocuSigned by:
By: *John Magas*
2F105E3723EF451...
Its: Superintendent
Date: 4/12/2023

Budget Code: 01 E 005 030 160 303 012

SCHEDULE A

By and Between Story North Productions, Inc., and Duluth Public Schools

THIS ADDENDUM (“Schedule A”), by and between Story North Productions Inc., 394 South Lake Avenue Suite 700, Duluth, MN 55802 (“Producer”), and Duluth Public Schools, 4316 Rice Lake Road Suite 108, Duluth, MN 55811 (“Client”), collectively referred to herein as “the Parties,” is attached to, and fully incorporated in, the Parties’ related Independent Producer Agreement effective April 5, 2023.

1. Services

1.1 Provide video production services for multiple deliverables for Duluth Public Schools

2. Deliverables

2.1 1x 2-3 minute Strategic Plan overview film

2.2 1x 2-3 minute teacher + staff recruitment film, 3x short edits

3. Timeline

3.1 Strategic Plan film overview:

3.1.1 Creative brief review + approval – 4/10

3.1.2 On-location filming – 4/18 + 4/19

3.1.3 Deliverable available for review – 5/3

3.1.4 Final version approval – 5/12

3.2 Recruitment film

3.2.1 Creative brief review + approval- 5/3

3.2.2 On-location filming – 5/16 + 5/17 + 5/18

3.2.3 Deliverable(s) available for review – 6/14

3.2.4 Final version(s) approval – 6/23

4. Cost of Project

4.1 Total not to exceed \$11,500 for Strategic Plan overview film

4.2 Total not to exceed \$12,500 for recruitment film + short edits

5. Payment

5.1 50% deposit (\$12,000) invoiced + due upon execution of contract agreement

5.2 Remaining balance (\$12,000) invoiced upon approval of deliverables

5.3 Any client revisions beyond intital 2 rounds per deliverable billed \$150/hr.



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2022 through June 30, 2023**

150

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2022 through June 30, 2023**.

ARCC will provide the following E-Rate Support:

- **Information Sharing**
 - Will distribute E-Rate updates through a group e-mail list as received and deemed appropriate.
 - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
 - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (To post services that a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
 - Will set up appointment with the District to assist in completing Form 470. Assistance may take the form of email, telephone, WebEx or on-site at ARCC.
 - Will provide data entry service on the form 470.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Profile Window (Update EPC with District's current information)**
 - Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
 - The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
 - Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
 - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of email, telephone, WebEx or on-site at ARCC.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form. 151
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15-day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form and will provide District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
 - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
 - The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
 - Will notify District if the Form 498 has not been submitted to USAC/SLD
 - The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.
- **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
 - Will notify the District of the BEAR filing process and deadlines.
 - Will offer a workshop at ARCC in the fall to complete the BEAR form/s with ARCC's assistance at no cost to the District.
 - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
 - If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a \$150 per hour fee basis.
- **Other**
 - Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
 - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$150 per hour fee basis.
 - Will work with the District if an appeal is deemed necessary and possible; billable on a \$150 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.21 per pupil unit, based on the most recent completed prior year's final ADM 152 served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above are considered above basic services for which an additional fee of \$150 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for E-Rate submission is true.



ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802



Arrowhead Regional Computing Consortium
4884 Miller Trunk Hwy, Ste 300
Hermantown, MN 55811

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 *April 19, 2023* and shall not extend beyond *June 8, 2023*, the contract not to exceed *36 days and 5 days per week, 3 hours per day*. The district agrees to reimburse Residential Services Inc. **\$30.00 per hour** for a sum not to exceed **\$3,240.00** 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 I

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 April 19, 2023 and shall remain in effect until June 8, 2023, 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, 4316 Rice Lake Road, Duluth, MN 55811. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

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

Contractor's liability to the District under this contract.

Compliance

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

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

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

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

Modification or Amendment

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

Governing Laws

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

Residential Services Inc.

Signed: [Signature]

Title: Executive Director

Date: 4/21/23

Duluth Public Schools

Signed: [Signature]

Signed: [Signature]

Title: Director Special Services

Title: Exec Dir. of Finance, Business Services

Date: 4/17/23

Date: 4/19/23

Budget Code

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

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

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Check all that apply below

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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 I. 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 July 10, 2023 and shall remain in effect until August 18, 2023, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

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

Independent Contractor

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

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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.

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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
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 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.

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Contractor's liability to the District under this contract

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

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

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Residential Services Inc.

Signed: [Signature]

Title: Executive Director

Date: 4/21/23

Duluth Public Schools

Signed: [Signature]

Signed: [Signature]

Title: Director Special Services Title: Exec. Dir. Finance, Purchasing Services

Date: 4/17/23

Date: 4/19/23

Budget Code

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



Company Address BASE Education
 c/o 7 Mindsets, LLC
 60 King Street
 Roswell, GA 30075
 US

Created Date 4/17/2023
 Expiration Date 7/31/2023
 Contract Start Date 8/1/2023
 Contract End Date 7/31/2026

Prepared By Brent Nelson
 Email brent@base.education

Contact Name Callie Devriendt
 Phone 218-336-8700 ext. 3359
 Email callie.devriendt@isd709.org

Bill To Name Duluth Public Schools
 Bill To Duluth East High School
 301 N 40th Ave E
 Duluth, MN 55804
 Duluth, MN

Product	Line Item Description	Quantity	Sales Price	Total Price
Middle School/High School	East High School - BASE Education MS/HS SEL Content, Substance Use/Misuse Content & BASEline - 3 Year Agreement	3.00	\$4,850.00	\$14,550.00
Professional Services Bronze Package- Webinar	Leadership & User On-Boarding/Implementation & On-Going Support - 3 Year Agreement	3.00	\$1,000.00	\$3,000.00
BASEline	3-Year Agreement	3.00	\$0.00	\$0.00
Grand Total				\$17,550.00

Notes:

3- Year Agreement Paid Up-Front
 • \$5,850/year

Accepted By:

Accepted Date:

Anthony Burke

Terms and Conditions:

This Order Form is a binding, legal agreement by and between the Purchaser indicated above and BASE Education, LLC ("BASE") and is governed by the License and Terms of Purchase Agreement ("Agreement") available at: <https://base.education/license-agreement-and-terms-of-purchase/>, the terms of which are incorporated into this Order Form for all purposes. This Order Form together with the Agreement and any other Order Forms executed by Purchaser and BASE are the entire agreement between the parties hereto, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. This Order Form is effective as of the date of acceptance by Purchaser below ("**Effective Date**"). By signing below, Purchaser acknowledges and agrees to the Agreement and the terms and conditions set forth herein. The signatory for Purchaser represents that he or she (i) has read, understood, and agrees to be bound by and comply with the Agreement and this Order Form; and (ii) he or she is authorized to sign this binding Agreement and Order Form on behalf of the Purchaser.

018005740499305000



This Online Educational Products and Services Order (this "Order"), dated as of 9/2/2023 (the "Order Effective Date"), is between Duluth Public School District, 4316 Rice Lake Rd Ste 108, Duluth, MN 55811 ("Customer") and Fuel Education LLC ("FuelEd"), 11720 Plaza America Dr., 9th Floor, Reston, VA 20190. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: *Gimone Zinich* Date: 4/27/23
 Name (Print): Gimone Zinich Title: Exec. Dir. Finance, Business

Accepted by FuelEd:

Signature: _____ Date: _____
 Name (Print): _____ Title: _____

1. **Period:** 9/2/2023 through 9/1/2024 and is not eligible for a renewal period.
2. **Territory:** Students served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
1	Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available. Materials ordered separately.	\$30,000.00	\$30,000.00

4. Description of Educational Products.

Enterprise, Site and Enrolled User License Model

Enterprise, Site, and Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a limited and defined period of time, including alternative education and hospital homebound students. The Enterprise, Site and Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure the intended use for part-time/blended programs and alternative education populations.

K12 and FuelEd Online Courses

Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

5. Description of Services.

Hosting Solution:

The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customer's receipt of invoice. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

Site & Enterprise License, and ELL & Stride Skills Arcade Student License Terms:

Customer will be invoiced for the ordered number of Site and/or Enterprise licenses and ELL & Stride Skills Arcade Student Licenses promptly following the Order Effective Date. During the Period, the Customer may request seats in addition to those ordered hereunder. Customer will be invoiced for such

Budget Code

01 E 611 211 303 460 000

AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Derek Francis, 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 March 31, 2023 and shall remain in effect until April 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. *(insert or attach a list of programs/services to be performed by contractor)*

Presenter will:

Provide Session for Duluth East staff titled: Equity In Action April 20th 1hr to 1.5hrs.
 Session Description: Many educators have found themselves looking for ways to engage with students of all backgrounds and to promote racial and social justice in their schools. All educators play a pivotal role in helping students learn about and feel affirmed in their identities and understand differences and biases. For more inclusive schools for all students, educators need awareness of how systemic and interpersonal racism, discrimination and hate appears in school. In this interactive session, educators will:

Session Goals:

- Learn a deeper understanding of your own multiple identities to build a closer cross cultural and inclusive environment.
- Understand how race, privilege and bias impact relationships with students, colleagues and the community.
- Practice strategies to proactively recognize, address and reduce hate, bias and discrimination in schools.
- Engage in Proactive Tier 1 and Tier 2 Equity Focused lessons and activities to build relationships.

Provide Unity Day Presentation For Duluth East 9th Grade Students

Unity Day is an opportunity for students and staff to come together to learn ways to promote diversity, inclusion and unity in school. The session will focus on sharing how students can:

- Create an inclusive school environment through:
- Exploring and embracing the identities that make YOU unique
- Learn about embrace similarities and differences with peers how to

- * Use your voice to combat hate & bias if it occurs

Small Group Equity and Inclusion Leadership Group

In this small group session we will reflect on school climate and brainstorm ideas to promote inclusion. Students will discuss how barriers to inclusion such as bias, stereotypes and hate may be impacting school climate. Students will practice relationship building activities to model as student leaders. The goal of the session is to create proactive next steps such as:

- *Classroom Activities
- School or Community Activity
- Multicultural Night

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

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 \$ 3,000 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: Simone Zurich , 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 Derek Francis, 6820 Hickory St. NE Fridley, MN 55432.

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.

Joseph Smith [REDACTED] 4/27/23
 Contractor Signature SSN/Tax ID Number Date
Danette Spivey 4/27/23
 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).

			<u>640</u>	<u>316</u>	<u>305</u>	<u>000</u>
01	!	ME	220	298	000	099
						419

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

[Signature] 4/27/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Rowley, 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 3/15-5/15 and shall remain in effect until 5/25, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ NA hourly and \$ 1,000 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: _____, 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)

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.

Michelle Bouley
Contractor Signature


SSN/Tax ID Number

3/15/23
Date

Kathy Wautcher
Program Director

3/15/23
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: Donkeld Drama Fund

- 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).

<u>011</u>	<u>E</u>	<u>215</u>	<u>298</u>	<u>000</u>	<u>305</u>	<u>438</u>
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

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

4/24/23
Date



1301 N3rd St. • Superior WI 54880 • 715-392-7114 • 1-800-373-2562 • F 715-392-7163 • www.twinportstesting.com

April 5, 2023

TPT#23A0183

Mr. Richard Roseth
Duluth Denfeld
Via Email: Richard.roseth@ISD709.org

**RE: Lead Paint Testing
Duluth Denfeld
Duluth, Minnesota**

Dear Mr. Roseth,

Twin Ports Testing II, Inc. (TPT) is pleased to provide you with this price quotation for conducting lead paint testing at the Denfeld School located at 401 North 44th Avenue West in Duluth, Minnesota. Associated costs for this service are as follows:

Item	Unit Cost	Total Cost
On-site Inspection/Sampling, Travel Time, Sample Prep, Chain of Custody & Sample Shipment	1 hour @ \$90.00/hour	\$90.00
Project Management	¼ hour @ \$90.00/hour	\$22.50
XRF Lead Testing	¼ day @ \$300.00/day	\$75.00
Final Report	1 hour @ \$90.00/hour	\$90.00
Trip Charge	1 trip @ \$25.00 trip	\$25.00
TOTAL COST		\$302.50

TPT estimates that the field work would be completed within one day and looks forward to working with you on this project. Please feel free to contact me at (715) 394-8802 (office) or (218) 390-0162 (cell) with any questions or concerns you have regarding this cost estimate.

Sincerely,

Twin Ports Testing II, Inc.

Tracy Jacobs, CHMM
IH Services Manager

This proposal is subject to the General Conditions of Service, a copy of which is attached hereto and made a part of this proposal. Included as part of these conditions, project billing will be progressive, once per month, and due thirty days after the date on the invoice.

If you agree to accept this proposal, along with the General Conditions of Service, please sign and return to us to use as our authorization to proceed with this project.

Signature Simone Zurich
Date 04.19.83
Printed Name Simone Zurich
Title Exec. Dir. of Finance & Business Services
Company Duluth Public School District

TPT's Proposal Number/Project: 23A0183

General Conditions of Service

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services as set forth in the foregoing Proposal, are incorporated by reference into said Proposal and shall, if said Proposal is accepted by Client, be part of the Agreement (“Agreement”) under which services are to be performed by Twin Ports Testing II, Inc. In the event of a conflict between these General Conditions of Service, any Supplemental Conditions of Service, and the foregoing Proposal, the terms in the Proposal control.

1. SCOPE OF WORK

- (a) It is understood that the scope of work and time schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, the scope of work and time schedule may change even as the work is in progress. If Client requests additional services or a change in the scope of work or time schedule occur, a written amendment to the Agreement shall be executed by Client and Twin Ports Testing II, Inc. within seven (7) calendar days of receipt of such request or discovery of a change in scope or time schedule of work. Client’s consent to such an amendment shall not be unreasonably withheld. In the event Client unreasonably fails to consent to such amendment, Client shall be in breach of the Agreement and Twin Ports Testing II, Inc. may immediately discontinue its work and seek recovery of all damages suffered.
- (b) The scope of work shall include all services provided by Twin Ports Testing II, Inc., in its discretion, which are reasonably necessary and appropriate for the effective and timely fulfillment of Twin Ports Testing II, Inc.’s obligations under the Agreement. All services provided by Twin Ports Testing II, Inc. shall be subject to the provisions of the Agreement. All services provided by Twin Ports Testing II, Inc. shall be invoiced and paid in accordance with Section 3 below.

2. CLIENT DISCLOSURES

- (a) Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions which Twin Ports Testing II, Inc. may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by Twin Ports Testing II, Inc.’s employees, agents or contractors. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or future hazard to human health or the environment, whether contained in a product, material, by-product, waste or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form, in piping, electrical cables or similar objects, whether above ground or below ground. Such hazardous substances shall also include any substance which poses or may pose a present or future hazard to human health or the environment. Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions upon entering into the Agreement. Thereafter, Client shall notify Twin Ports Testing II, Inc. of any other known or suspected hazardous substances or conditions immediately upon discovering them, or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes such substances hazardous.
- (b) Following any disclosure as set forth in Section 2(a) above, or if any hazardous substances or conditions are discovered or reasonably suspected to be present by Twin Ports Testing II, Inc. after its services are undertaken, Twin Ports Testing II, Inc. may, at its discretion, discontinue its services without further duties, obligations or liabilities of any kind. Whether or not Twin Ports Testing II, Inc. discontinues its services in whole or in part, Client and Twin Ports Testing II, Inc. agree that the scope of work, time schedule and the estimated fee or budget shall be adjusted accordingly, and Twin Ports Testing II, Inc. may, at its discretion, terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 2, Client shall pay Twin Ports Testing II, Inc. for all services provided and all termination expenses as set forth in Section 11(b) below.
- (c) If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the vicinity, Client shall notify Twin Ports Testing II, Inc. of such condition, potential health hazard or nuisance, and thereafter Twin Ports Testing II, Inc. shall take all reasonable measures deemed necessary to protect its employees, agents and consultants against such condition, potential health hazard or nuisance. Client shall be solely responsible for the cost of such measures.

3. PAYMENT, INTEREST AND BREACH

- (a) Client shall pay all invoices in full on receipt, and shall pay applicable interest on unpaid balances beginning thirty (30) days after the invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by applicable law.

- (b) In the event that Client fails to pay an invoice in full within sixty (60) calendar days after the invoice date, Client shall be in breach of the Agreement. Twin Ports Testing II, Inc. may, at its option, immediately terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 3(b), Client shall pay Twin Ports Testing II, Inc. for all services 179

4. ACCESS AND RESTORATION

Client shall furnish Twin Ports Testing II, Inc. with reasonable access to the site at all reasonable times. It is understood by Client that in the normal course of the work some damage to the site and/or materials may occur. While Twin Ports Testing II, Inc. will take reasonable precautions to minimize damage, Twin Ports Testing II, Inc. has not included the cost of restoration in the estimated fee or budget and will not be liable for such damage. Twin Ports Testing II, Inc. has no obligation to restore the site to its original condition. At Client's option, Twin Ports Testing II, Inc. will restore the site and invoice Client for the cost of restoration.

5. SAMPLES

All samples, if any, remaining after tests are conducted will in the ordinary course be discarded by Twin Ports Testing II, Inc. sixty (60) calendar days after submission of the final written report to Client unless Client requests, in writing, that Twin Ports Testing II, Inc. store or ship the samples, at Client's expense. Any such request shall be sent via certified mail, return receipt requested, to Twin Ports Testing II, Inc., Attn: Chief Operations Officer, 1301 North Third Street, Superior, Wisconsin 54880, and must be received within the 60-day period.

6. REPORTS, OWNERSHIP OF DOCUMENTS AND WITNESS FEES

- (a) Twin Ports Testing II, Inc. shall furnish one (1) copy of each report to Client. Additional copies shall be furnished at the rates specified in the Proposal or attached fee schedule. With the exception of Twin Ports Testing II, Inc.'s final written report to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations and estimates are and remain the property of Twin Ports Testing II, Inc. Client agrees that all reports and other documents furnished to Client and invoiced, but not paid in full within sixty (60) calendar days after the invoice date, will be returned to Twin Ports Testing II, Inc. immediately upon demand and will not be used for design, construction, permits, licensing or any other purpose.
- (b) At its discretion, Twin Ports Testing II, Inc. may retain principal documents, reports, lab data, etc., relating to the services performed for Client for up to five (5) years following submission of the final written report to Client.
- (c) In the event an employee of Twin Ports Testing II, Inc. is required to provide deposition or trial testimony in regard to work performed for Client by Twin Ports Testing II, Inc., Client agrees to pay Twin Ports Testing II, Inc., two times the hourly rate of the contracted services for each hour spent by such employee preparing for, traveling portal to portal and attending the deposition and/or trial, with a minimum four hour charge, and shall also pay mileage at the I.R.S. rate and all out-of-pocket expenses incurred.

7. STANDARD OF CARE

- (a) Twin Ports Testing II, Inc. represents that the services performed under the Agreement will be performed with the care and skill ordinarily exercised by reputable members of the applicable profession practicing under similar conditions at the same time in the same or a similar locality.
- (b) With the exception of Section 7(a) above, no other representation and no warranty, expressed or implied, is made or intended by Twin Ports Testing II, Inc. with respect to its performance of services under the Agreement.
- (c) In regard to subsurface investigations, the Client recognizes that subsurface conditions at the site may vary from those encountered in Twin Ports Testing II, Inc.'s explorations, testing and surveys, and that the information and recommendations developed by Twin Ports Testing II, Inc. are based solely on the work performed by Twin Ports Testing II, Inc.
- (d) Any exploration, testing, surveys and analysis associated with the work will be performed by Twin Ports Testing II, Inc. for Client's sole use. Twin Ports Testing II, Inc. shall not be responsible or liable for others' interpretation or use of the information developed from the work performed by Twin Ports Testing II, Inc.
- (e) Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates furnished to Client or its agents pursuant to the Agreement are not intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Twin Ports Testing II, Inc. shall not be responsible or liable for any reuse of such documents.
- (f) Twin Ports Testing II, Inc. shall not be responsible or liable for the work performed by others, including but not limited to the failure of others to perform their work in accordance with specifications or contract documents.
- (g) For work not performed on Twin Ports Testing II, Inc.'s premises, Twin Ports Testing II, Inc. shall not be responsible or liable for superintending, supervising or in any way directing the work of others, or for job or site safety, all such matters shall be the sole responsibility of others as determined by Client, unless specifically assumed by Twin Ports Testing II, Inc. in writing.
- (h) Twin Ports Testing II, Inc. shall not be responsible or liable for either setting or checking the accuracy of construction staking, or for staking or referencing locations of piling, caissons or footings, unless those functions are specifically assumed by Twin Ports Testing II, Inc. in writing. Twin Ports Testing II, Inc. shall rely on as accurate and reference results of tests and observations to control lines and elevations set as part of surveying or construction staking performed by others selected by Client.

- (i) Client shall be solely responsible for ensuring that its employees, contractors and subcontractors observe all applicable safety standards.

8. LIMITATION OF PROFESSIONAL LIABILITY

- (a) Twin Ports Testing II, Inc.'s total liability to Client for damages of whatever nature (including expenses such as court costs and attorneys' fees), on account of work performed or to be performed by Twin Ports Testing II, Inc., including but not limited to design defects, breach of contract, errors, omissions, or professional negligence, is limited to a sum not to exceed in the aggregate \$50,000.00 or the amount of Twin Ports Testing II, Inc.'s estimated fee, whichever is less.
- (b) Client shall notify in writing any contractor or subcontractor who may perform work in connection with any work performed by Twin Ports Testing II, Inc. that any claim for damages against Twin Ports Testing II, Inc. such contractor or subcontractor may have is also subject to the limitation on liability set forth in section 8(a) above and is included as part of the stated maximum amount recoverable from Twin Ports Testing II, Inc. Client shall require as a condition precedent to any contractor's or subcontractor's performance of work agreement in writing to such limitation of liability on their part as against Twin Ports Testing II, Inc. A copy of such agreement shall be provided to Twin Ports Testing II, Inc. before the contractor or subcontractor commences work.
- (c) Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates provided to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without Twin Ports Testing II, Inc.'s prior written consent is prohibited and at Client's sole risk and without liability to Twin Ports Testing II, Inc. or its contractor(s) and subcontractor(s). Client agrees to indemnify, defend and hold harmless Twin Ports Testing II, Inc. and Twin Ports Testing II, Inc.'s contractor(s) and subcontractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

9. INDEMNIFICATIONS AND LIMITATION OF LIABILITY

- (a) Twin Ports Testing II, Inc. shall indemnify, defend and hold harmless Client from and against bodily injury and property damage losses resulting solely from the gross negligence of Twin Ports Testing II, Inc., its employees, agents or consultants in the performance of services under this Agreement. Such liability however shall be limited as provided in Sections 8(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.
- (b) Client shall indemnify, defend and hold harmless Twin Ports Testing II, Inc. from and against any and all other claims, losses, damages, liability and costs (including court costs and attorneys' fees) arising out of or related to the Agreement and its performance, except only such liability as is set forth in Sections 8(a) and (b) and Section 9(a) above. Such liability shall be limited in accordance with Sections 8(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.

10. INSURANCE

Twin Ports Testing II, Inc. represents that it has Workers' Compensation insurance for its employees and adequate general liability insurance. Twin Ports Testing II, Inc. will furnish certificates of insurance to Client upon request.

11. TERMINATION (a) The Agreement may be terminated in the following ways:

- (i) By either Twin Ports Testing II, Inc. or Client upon seven (7) business days' written notice in the event of breach of the Agreement (other than the breach described in Section 3(b) above) by the other party. Such termination shall not be effective if the breach is remedied before expiration of the period specified in the written notice.
- (ii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 2(b) above.
- (iii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 3(b) above.
- (iv) By Twin Ports Testing II, Inc. immediately if conditions exist which were not disclosed to Twin Ports Testing II, Inc. prior to its arrival at the site and which make it materially more difficult than anticipated to perform the work. (v) By either Twin Ports Testing II, Inc. or Client by mutual written agreement.
- (b) In the event the Agreement is terminated by either party, Twin Ports Testing II, Inc. shall be paid for all work performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and reassignment adjustments and all other costs incurred by Twin Ports Testing II, Inc. as a direct result of the termination.

12. MODIFICATION AND WAIVER

No purported modification or waiver of any provision of the Agreement shall be binding unless in writing signed by both parties (in the case of modifications). Any waiver shall be limited to the circumstances or events specifically referenced in the writing and shall not be deemed a waiver of any other provision hereof or of the same circumstance or event upon any recurrence thereof.

13. SEVERABILITY

If any part of the Agreement is determined by a court of last resort, or a lower court if no appeal is taken, to be unlawful, invalid, or otherwise unenforceable, the balance of the Agreement shall remain in full force and effect, and the offending provision shall be deemed amended to the extent necessary to conform to the law.

14. SECTION HEADINGS

The headings or titles in the Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of the Agreement.

15. SURVIVAL

All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Client and Twin Ports Testing II, Inc. shall survive the completion of services and the termination of the Agreement.

16. CHOICE OF LAW

The Agreement shall be governed by the laws of the State of Minnesota and any proceedings involving this Agreement, its enforcement, construction or otherwise shall be venued in Duluth, Minnesota.

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of April, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Danfelo - Arena / Amber Burns, 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 4/1/2023 and shall remain in effect until May 20, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ _____ hourly and \$ 1000 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.

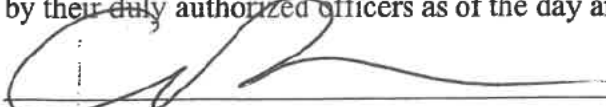

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

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: Kathy Wacziarg, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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.

 _____ SSN/Tax ID Number  Date 4/3/23

Keely Wheeler _____ Date 4/21/2023
Program Director

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	215	298	000	³⁰⁵ 401	438
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

Sam Zund _____ Date 5/1/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Invoice/Reimbursement Form Independent School District 709
 for Supplies, Materials or Contracted Services 215 North First Avenue East
 (for Travel Reimbursement, use Form 412-R) Duluth MN 55802-2058

Finance Dept. Use Only

Today's Date: 4/3/23 Check one: Payment Prepayment Reimbursement

DUE TO } Vendor Name / Person: AMBER BURNIS
 Address I: 2215 HILLCREST DRIVE
 Address II: _____
 City, State Zip: DULUTH, MN 55811
 District employees must provide their Employee ID No: _____
 Independent contractors must provide their Social Security No: _____

Vendor Number
resigned 2012
108357

DATE OF SERVICE	DESCRIPTION OF SERVICE
<u>3/15/23</u>	<u>CHOREOGRAPHY CHICAGO</u>
<u>5/25/23</u>	<u>RECEIVED * 1099 - over \$600.00</u>
	<u>APR 18 2023</u>
	<u>ACCTS PAYABLE Drama Budget</u>

ENCLOSURES – Please send the attached enclosure(s) with the payment to the Vendor.

FUND	TYPE	LOC	PROG	FIN	OBJ	CRS	PROJECT	AMOUNT
<u>01</u>	<u>E</u>	<u>215</u>	<u>298</u>	<u>000</u>	<u>901</u>	<u>438</u>		\$
					<u>305</u>		<u>EMAILED</u>	\$
							<u>APR 18 2023</u>	\$
							<u>TO: Jen Lauer</u>	\$
								\$
								\$

GRAND TOTAL: \$ 1,000.00

AUTHORIZATION/APPROVAL SIGNATURES:
J.W. Level 1 (Budget Manager) Date: 4/17/23
 _____ Level 2 Approval Date: _____
 _____ Level 3 Approval Date: 7/90
 _____ Level 4 Approval Date: _____

SCANNED
APR 19 2023

DOCUMENTATION INFORMATION

NOTE: Attach appropriate supporting documentation as required by policy.
 • original receipts • contracts • invoices • other _____

In presenting the above invoice and verified claim, I declare under the penalties of perjury that this account, claim or demand is just and true and that no part of it has been paid. The effect of this verification shall be the same as if subscribed and sworn under oath.

Signature of Claimant / Applicant: _____ Date: 4/3/23

INVOICE

Amber Burns
 2215 Hillcrest Drive
 Duluth, MN 55811
 469 19 8414

BILL TO

Denfeld High School
 Duluth Public Schools
 Drama Department

INVOICE # 1

INVOICE DATE 04/06/2023

DESCRIPTION	AMOUNT
Choreography	\$1000.00
TOTAL	\$1000.00

Thank You

Payment is due within 15 days

**No Cost Contracts Signed
April 2023**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	Contract Source	Description
AmeriCorps	Homecroft ES	True North AmeriCorps Partner Site Agreement for FY23
Luther College	TLE	Student teacher partner agreement for FY24

True North AmeriCorps
Partner Site Agreement
 Service Term 2022-2023



Partner Site:	Number of Members and Hours Awarded	
	35 Hours/Week:	18 Hours/Week:
	25 Hours/Week:	14 Hours/Week:
Partner Site Lead Contact Name:	Email:	
Site Supervisor Name(s):	Email(s):	

This Agreement is between True North AmeriCorps (hereafter referred to as the “Program” or “TNAC”) and the agency listed above (hereafter referred to as the “Partner Site” or “Site”). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as “Member”) to the Partner Site for the purpose of enhancing students' social emotional learning (SEL) skills through individualized support and academic enrichment. A program of the Duluth Area Family YMCA, TNAC partners with schools, nonprofits, and community agencies to enhance long term education equity outcomes.

**THIS AGREEMENT MUST BE SIGNED AND RETURNED
 PRIOR TO MEMBER START DATE**

ATTN: Alice Werle, TNAC Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: awerle@duluthymca.org

KEY ROLES:

- **AmeriCorps** (formerly Corporation for National and Community Service or CNCS) is the independent federal agency responsible for the coordination and granting of National Service and AmeriCorps dollars. AmeriCorps brings people together to tackle the country’s most pressing challenges relating to education, poverty, environment, and equity. www.americorps.gov
- **ServeMinnesota** is the State Commission for National Service that directly oversees True North AmeriCorps. ServeMinnesota staff carry out high level program oversight, compliance, and obtain regular reports from the program www.serveminnesota.org
- **True North AmeriCorps (TNAC or the program)** is an AmeriCorps State program hosted by the Duluth Area Family YMCA. TNAC staff are responsible for member management including on-boarding, training, and termination; site management; reporting; and maintaining compliance with all AmeriCorps regulations.
- **Duluth Area Family YMCA (The Y)** is the organizational host for the TNAC program and responsible for all program management. The Y sets member safety and personnel policies, issues invoices and manages cash match payments, and distributes member benefits. duluthymca.org
- **Partner Site** Provides both the location and support for True North AmeriCorps members. Partner Sites provide direct supervision and coaching for the members as well as space for members to perform their service. Must hold nonprofit, school, or government status.

- **Lead Contact** Generally the School Principal or Executive Director, this is the person authorized to make financial commitments on behalf of the organization and is responsible for signing the Partner Site Agreement. The Lead Contact is the primary person for partner site agreement, cash match invoices, and other items.
- **Site Supervisor** A staff of the Partner Site who provides the most direct supervision and support to the member and generally serves as the program's main point of contact during the service term. The Site Supervisor oversees and directs day-to-day activities including initial training, hosts regular member check ins, documents time spent supporting members, attends TNAC supervisor training, provides access to data, and approves member timesheets.
- **True North AmeriCorps Member (TNAC Member or Member)** An individual who commits to providing direct service to the community while hosted and supervised by the Partner Site. The Member is not an employee, intern, or volunteer of the Partner Site, but rather a participant of a National Service program serving the community through their site.

PLEASE NOTE: *Placement of True North AmeriCorps members for the 2022-2023 year is dependent on joint member recruitment efforts with the site. Completing the RFP and signing this agreement does not guarantee placement of a member.*

PARTNER SITE RESPONSIBILITIES

Partner Sites agree to take on a variety of responsibilities when they are selected to host a True North AmeriCorps member. It is essential the Partner Site is willing and able to dedicate staff time and resources to the program. TNAC staff support Partner Sites in meeting the expectations and goals of the program. The Partner Site agrees to meet the following requirements to maintain a positive status with the Program. A positive status does not guarantee continued participation or member placement.

COMMUNICATION AND DOCUMENTATION

- 1) **Program Information.** The Partner Site is responsible for tracking, archiving, communicating, and following through on information presented at site visits, site supervisor meetings, and additional information shared by the Program. Email is the Program's primary method of communication.
 - a. It is critical that the Site Supervisor and Member have regular email access.
- 2) **Contact Information.** The Partner Site will inform the Program of any changes in the leadership of the Partner Site including but not limited to the Site Supervisor and the Lead Contact. The Partner Site will immediately provide updated contact information including email and phone number should a change occur.
- 3) **Documentation.** The Partner Site will maintain records, make reports, and submit all relevant documents required by the Program concerning matters involving the Member or the Program. This includes, but is not limited to, email, meeting notes, and other correspondence that may aid in the investigation of the Member's service and completion or termination. Member-related records will be maintained and accessible for a minimum five years after the member has been exited.
- 4) **Site Supervisor.** The Partner Site must assign a Site Supervisor to provide regular, direct support to their Member. Site Supervisors must complete a background check; attend the Program's annual orientation and trainings; review and approve Member timesheets and documentation in a timely manner; participate fully as a partner of the Program by attending meetings, special events, displaying the AmeriCorps signage, promoting AmeriCorps through program and site public relations, and other activities as appropriate.
- 5) **Pandemic Operations Plan.** Prior to member placement, True North AmeriCorps partner sites are required to have a pandemic operations plan. This plan must align with MDH and CDC guidelines and include details of how members, staff, and students will be kept safe. This should include guidelines for people exposed to, showing symptoms of, or waiting for COVID test results,

MEMBER MANAGEMENT AND COMPLIANCE

Recruitment. The Partner Site is responsible for taking an active role alongside the Program in member recruitment. The Partner Site is expected to share recruitment materials with its networks. The Partner Site will abide by the following nondiscrimination policies when interviewing, selecting, and supervising the Member.

- Provide equal opportunities without regard to factors such as race; color; national origin; sex; sexual orientation; gender identity; religion or beliefs; age; disability; political affiliation; marital or parental status; military service; or religious, community, or social affiliations.
- The Program is dedicated to recruiting and maintaining qualified individuals with disabilities and those from diverse backgrounds.
- Reasonable accommodations must be made available to all qualified applicants upon request.
- The Program aims to have year-round positions filled at the start of the service term, but will continue to recruit and onboard full year members through early spring.

Member Selection The Partner Site agrees to work jointly with TNAC staff to select and place True North AmeriCorps members at their site. *The Program reserves the right to make the final decision regarding the selection and placement of AmeriCorps members.*

- All applicants MUST complete an online application www.truenorthamericorps.org/apply and an initial screening with the Program before they are eligible for selection.
 - **Members may not begin accruing hours until they have fully completed the Program’s enrollment process.** The Program will notify the Site of the Member’s official site start date.
- Partner Sites that have elected to have their member assigned will not be required to complete the interview process outlined below, but will have the opportunity to view the members’ application and references as well as voice any concerns.
- **Interview Process**

TNAC	Reviews applications and completes member screening to ensure the candidate meets minimum qualifications and is able to fulfill the essential functions.
TNAC	Contacts the Site Supervisor with applicant information and references
SITE	Schedules an interview with the candidate within <i>1-2 business days</i> of receiving candidate information from TNAC
SITE	Interview candidate using mandatory interview questions and reviewing specific position/site information.
SITE	Notifies the Program in a timely manner (1-2 business days) if they believe the candidate will be a good fit for their organization and position.
TNAC	Approves the Site to offer the position to the candidate.
SITE	Offers position to candidate, notifies the Program of acceptance or rejection.
TNAC	Upon member acceptance initiates the pre-enrollment process. Informs Site and Member of official start and end dates.

On-Site Training and Support The Site Supervisor is responsible for providing initial and ongoing site-specific support to the True North AmeriCorps Member including but not limited to the following:

- **Site Supervisor:** The Partner Site must designate a staff person(s) to be the Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). This individual must be designated before a member can be placed at the site.

- The Partner Site must allow sufficient time for Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings. 192
 - If the designated Site Supervisor is not able to complete the program term (e.g., they take a leave of absence from their position at the site), the Partner Site is required to designate someone to be the Site Supervisor for the remainder of the program term.
- **Site Orientation:** Provide the Member with an initial orientation to the Partner Site including mission and goals, structure, expectations, space, staff introductions, resources for support, personnel policies, and procedures including emergency procedures in the event of a natural or manmade disaster. Use the provided [Member Onboarding Checklist](#) to ensure you are prepared.
 - Involve the Member in all appropriate staff meetings, retreats, and training events.
 - Complete/submit the [Expectations and Obligations Form](#) in the member's first week.
 - Sites will ensure members are adequately trained in youth supervision and safety.
 - Sites will provide members with safety training on any chemical cleaners or other products the member will be asked to use.
- **Weekly Schedule and Timesheet Approval:** Develop the Member's weekly schedule, allow time during the "work week" for on-site AmeriCorps related research, reporting and evaluative activities. Be aware of required off-site training and development meetings as scheduled by the Program, and other relevant meetings or activities.
 - **Maintain [documentation](#) of the Member's service hours including date, times in and out, and general activities.** These records will be used when approving or rejecting member timesheets in OnCorps twice monthly and submitted upon request.
 - The Site Supervisor and Member will use OnCorps to regularly monitor the Member's hours/week needed ensuring it stays close to target and adjusting the schedule accordingly
 - *Failure to approve member timesheets in a timely manner may result in the member's living allowance being withheld until timesheets are approved.*
- **Supervision:** Provide daily support and general supervision of the member. Hold regularly scheduled check in meetings minimum of twice per month. Check-in meeting agendas should include hours and required AmeriCorps items such as data collection as well as member challenges and successes this time must be documented by the Supervisor in OnCorps as in-kind hours.
 - The Supervisor must observe the member interacting with youth at least once per quarter to provide feedback and recommendations using positive youth development practices.
- **Performance management:** Set clear expectations for the member at the beginning of the term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.
 - Work with Program Staff if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc.
 - The Partner Site does not have the authority to terminate a member. The Partner Site must document issues and contact Program Staff to implement the performance management procedure as outlined in the Program handbook.
 - The Supervisor will retain documentation of any performance concerns.
 - The Site Supervisor will complete a mid and end-of-term member performance evaluation.
 - The Site Supervisor, Member, and Program staff will meet twice per term for Site Visits.

Service Activities and Member Role The Site Supervisor is responsible for developing and monitoring the daily service activities of the Member and ensuring their role meets the goals of the Program and align with the member essential functions. Keep in mind that at no time should an AmeriCorps Member displace/replace an employee, position, or volunteer.

- **Member Essential Functions:**

- Builds positive and healthy relationships with youth at site
 - Maintains emotionally and physically safe environment for students
 - Uses youth development best practices to plan and lead enrichment programming
 - Coordinates and delivers formal and informal activities, lessons, and “teachable moments” to build targeted social emotional learning skills for identified youth
 - Regularly tracks caseload attendance and progress. Administer surveys and other data collection, reviews results with site supervisors to develop intervention plans and goals
 - Maintains data entry including weekly and monthly reports using online databases
 - Recruits, screens, trains, and documents the impact of program volunteers
 - Develops and implements projects to engage youth in service learning and leadership
 - Fosters an inclusive environment appreciative of differences. Meaningfully participates in and leads efforts to support the Y’s commitment to equity and diversity.
 - Supports the community’s ability to navigate COVID-19 through activities like food distribution, cleaning and sanitizing, distance learning, or virtual programming
 - Communicates regularly and effectively with True North staff, on Site Supervisor, and other site personnel via phone, email, online systems, and verbal interactions
 - Participates in all required True North AmeriCorps meetings and trainings including initial and ongoing training provided in person, online, and via independent assignments
- **Service Activities** should provide the Member with a meaningful and unique role within their site, allowing for leadership development over time and primarily benefiting youth in the community.
- Activities must align with the Essential Functions of the position and be in compliance with all Program regulations as outlined in this agreement and provided by the Program including non-displacement and non-duplication.
 - **AmeriCorps members may not count in sites’ staff to student ratios**
 - The Member will not engage in ongoing administrative duties, such as filing, copying, mailing unless these activities are directly related to the approved Member service activities.
 - The Partner Site must notify the Program immediately of concerns that the member is not meeting the Essential Functions of the position with or without accommodations. The Program will work with the Site to provide reasonable accommodations when applicable.
 - Generally individuals other than the Site Supervisor should not assign tasks to Members unless they have received training from Program Staff.
- **Fundraising Activities** Members may not engage in nor conduct any fundraising activities that support the Partner Site’s general operating expenses, including financial campaigns, endowment drives, solicitation of gifts and bequests, and grant writing. Members may spend no more than 10% of their service performing fundraising activities. Fundraising is limited to direct support of program activities.
- **Safety & Field Trips** The Member will not engage in activities that pose a significant safety risk to themselves or others or activities which they do not feel reasonably safe performing including but not limited to the following:
- The Site Supervisor is responsible for ensuring a safe environment and safe activities for the member. The site must provide training on site-specific activities to mitigate risk of injury.
 - Members should never be the only adult present when off site with students.
 - Members may not participate in out-of-state or overnight field trips without prior written approval from the Program Director.
 - Members may not attend field trips that include youth swimming or playing in bodies of water if a lifeguard is not present.
 - Members may not ice skate during service hours. They may attend ice skating field trips and support student supervision off ice or on the ice not wearing skates.
 - If a member ever feels unsafe on site for any reason they have the right to leave the service site and contact program staff who will do an investigation of the circumstances. If the partner site is deemed to be unsafe the member will be re-assigned, the partner site will receive no refund for any cash match paid.

- **Caseloads** TNAC members are expected to maintain and track a caseload of 20-30 unduplicated K-8 students at their site. In order to see positive outcomes, members are expected to meet with 104 caseloads about 30 minutes per week with 30+ intervention sessions over their service term.
 - **Eligibility** The Site Supervisor will identify participants for the Member's caseload using historical knowledge, referrals, and/or registration materials. Eligible youth must possess all of the following factors:
 - Be in grades K-8
 - Regularly attend the program (30 interventions reasonable goal)
 - Have evaluation consent (through program site)
 AND one or more of the following:
 - Be identified as needing additional support socially, emotionally, academically or behaviorally by a teacher, guardian, social worker, or program staff
 - Qualify for free or reduced lunch
 - **Interventions** include positive relationship building activities, social emotional learning skill building, and academic enrichment programming.
 - In accordance with the Y's Policies, members may not have planned 1:1 interactions with youth in spaces not easily observed or interrupted by other site personnel.
 - In rare cases, due to the nature of programming at some sites, members may be unable to identify a caseload. In this case, members are still expected to fulfill the essential functions of their position, this may include the facilitation of one time or sporadic community and/or family-focused programming that engages the community at large in SEL concepts.
- **Civic Engagement** The Site Supervisor will encourage Member efforts to work collaboratively with other Members, Partner Sites, or youth serving agencies to address youth needs in the community. Members will be given leadership opportunities as appropriate to their service.
 - Full year members will be asked to facilitate a youth-led service learning project in the spring for Global Youth Service day. This may be built into their regular caseload intervention activities or be separate.
- **Service Environment** The Partner Site and Site Supervisor agree to maintain a safe service environment including adequate training on health and safety procedures specific to the Site, in addition to the following:
 - Maintain an environment in which the Member may feel valued and respected.
 - Maintain a service environment free from sexual or other kinds of harassment.
 - Provide materials and a reasonable work space for the member to fulfill their responsibilities including desk space, a computer, office supplies, access to a printer and a phone
 - The Partner Site will follow the guidelines of the Drug Free Workplace Act and all local and federal employee safety laws.
- **Identifying as AmeriCorps Site** Partner Sites will ensure effective relevant communication about the AmeriCorps program, Member role, and AmeriCorps restrictions to other staff, volunteers, board members, and/or the broader community. This includes but is not limited to:
 - Prominently display AmeriCorps signage within public view and post the Prohibited Activities list within regular view of the Member and Site Supervisor.
 - Support Member in wearing AmeriCorps gear/logo regularly if not daily.
 - Remind Member to identify as an AmeriCorps Member during their service such as within an email signature and on name tags in place of a "job title"

Data Sharing and Collection Partner Sites are required to assist Members with effective data collection and storage. *Specific data procedures will be provided to the Member and Site Supervisor by the Program.*

- You are responsible for collecting and retaining evaluation consent from the students' legal guardians. You can send a separate consent form, [such as this one](#), or we can work with you to develop one specifically for your site.
- **Support** The Site Supervisor will assist the Member with data collection, including but not limited to providing access to student records or registration forms, observational recording, the administration of surveys, and the accurate recording of service time including intervention sessions and youth progress, volunteer mobilization including number of volunteers and hours; and service projects.
 - The Member will be provided with access to participant data including demographics for reporting purposes and other relevant information needed
 - Supervisors will provide time and resources including computer and internet access during the members normally scheduled hours to collect and analyze data.
 - The Member may assist in other Partner Site data collection as relevant to their position and/or the Site continuous improvement.
- **Types of Data** The member will be asked to collect and report the following data:
 - Caseload student demographics including name, gender, race/ethnicity, birthday, grade, free/reduced price lunch status
 - Number of times & amount of time the member meets with each youth weekly
 - Types of interventions the member provides for each student
 - Student's SEL competencies measured by DESSA pre, mid, and post
 - Student goals and progress
 - Number of meals distributed for food security efforts (if relevant)
 - Number of volunteers mobilized and total hours served (if relevant)
- **Consent** Partner Site will include True North AmeriCorps on data collection consent forms signed by guardians at start of service term or will send home [additional data consent forms](#).
 - The Site is responsible for maintaining appropriate data collection consent, signed by a parent or guardian, for every student on file before any collection begins.
 - The Partner Site will provide a reasonable amount of information to the participants' parents/guardians regarding the Program purpose and Member service activities.
 - Provide the member with access to participant data including demographics (race, gender, age, socioeconomic status)
- **Confidentiality and Storage** The Partner Site will ensure Members are aware of and comply with all organizational confidentiality policies, best practices, and legal requirements including providing the member with a safe place to store information.

Additional Compliance

- **Injury and Concerns** Notify the Program immediately of any problems or concerns with the Member or their service. Resources are available to assist in resolving such challenges.
 - Report any injuries the Member obtains while serving to the Program Director within 24 hours. Sites must use the Y's Incident Report and First Report of Injury
- **Member Removal** If, for any reason, the Member withdraws or is released from the Partner Site or the Program, there exists no guarantee of the assignment of another member.
 - The Program reserves the right to remove the Member from the Partner Site in the event of non-compliance with this agreement, insurmountable challenges between the Member and Site, or other significant reasons as deemed appropriate by YMCA HR.
 - Members must be released to aid in relief efforts related to natural or man-made disasters at the direction of Program staff.

- **Financial Compensation** The Partner Site may not provide the Member with monetary compensation, beyond the living allowance provided by the Program, for AmeriCorps service hours.
 - The Partner Site is generally prohibited from employing the member during their service.
 - With written pre-approval from the Program Director, the site may employ and compensate the Member for hours beyond their AmeriCorps service only if the duties performed are entirely separate in nature and do not overlap with service time.

D. REQUIRED YMCA AND FEDERAL AMERICORPS POLICIES

YMCA Child Abuse Prevention Policy: The Site Supervisor must ensure member activities are compliant with all site child protection policies in addition to the Y's Child Abuse Prevention policies and procedures as partially outlined below, in full within the Supervisor Handbook, and [linked here](#). For questions or further information contact Cheryl Podtburg Duluth Area Family YMCA Risk & Safety Manager cpodtburg@duluthymca.org 218-722-4745 x 115

- **Physical Contact Policy** Any inappropriate physical contact by TNAC members towards program participants will result in disciplinary action, up to and including termination. ***The use of physical restraints by TNAC members is strictly prohibited.** If a member believes a youth is at risk of hurting themselves or others, measures should be taken to remove others, relocate to a safe space away from violence, notify supervisors, and determine what additional help is required. *Training in physical restraints obtained from outside organizations including the Partner Site are not accepted.*
- **Verbal Interactions** Members are prohibited from speaking to youth in a way that is, or could be construed as harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning, or humiliating. Members must not conduct sexually oriented conversations with or around youth.
- **One-on-One Interaction** TNAC members are prohibited from private one-on-one interactions with youth. In situations where one-on-one interactions are unavoidable, members should observe the following guidelines to manage the risk of abuse or false allegations of abuse:

Guidelines for One-on-One Interactions

- Always move to a public place where you are in full view of others.
- Avoid physical contact that can be misinterpreted.
- If meeting in a room or office, leave the door open or move to an area that can be easily observed by others passing by.
- Inform other adults you are alone with a youth and ask them to drop in.
- Document and immediately report any unusual incidents, including disclosures of abuse or maltreatment, behavior problems and how they were handled, injuries, or any interactions that might be misinterpreted.
- Inform your supervisor any time that you are in a one-on-one situation with a participant.

- **Electronic Communication** Any private electronic communication between Members and youth, including the use of social networking websites like – Facebook, Instagram, Snapchat, instant messaging, texting, online gaming sites, etc. – is prohibited. All communication between members and youth must be able to be monitored by others, i.e. parents, care-givers, supervisors, co-workers.
 - Electronic communication initiated by a youth participant to a member should be immediately redirected to approved, transparent and monitored channels. Members should notify their supervisor of any youth-initiated private communication via electronic means immediately. TNAC members are accountable to be fully knowledgeable of social media policies and follow them at all times.
- **Cell Phones** While serving youth, Members are generally not permitted to use electronic communications devices including internet use, text messaging and/or emailing pictures. Personal communication/cell phone use during service is prohibited outside of member breaks. Use of personal electronic devices to contact (via voice, text, or pictures/video) program participants for personal and/or inappropriate reasons shall be grounds for termination.
 - Occasions in which Members will need to use personal or organizational issued communication devices include: field trips, on-site essential communication, off-site programs, and in the case of emergencies. In these cases, use must be public and should be limited to necessary contacts only.

- **Gift Giving** Members should not give gifts to non-relative youth participants. If a member wishes to do something to support a particular youth or family, they should contact the Risk & Safety Manager to determine the best course of action. If a member wishes to purchase something for an entire group of children, they should contact their supervisor to determine the best course of action. 197
- **Babysitting** TNAC members are strongly discouraged from providing babysitting services to participants they have met through their service. While it cannot be prohibited, the following policies must be followed:
 - Members are prohibited from soliciting, advertising or in any way offering personal babysitting or related services to any program participant during service hours.
 - Members are prohibited from transporting children to or from Y, Partner Site, or other TNAC programs, in personal, babysitting, or 1:1 situations
 - Prior to babysitting for any family, members must notify the Program Director.
- **Overnight Activities** As a general rule, the Y does not allow overnight travel or trips. If there is a desire to run an overnight event with TNAC support (such as a lock in), the Site Supervisor must contact the TNAC Program Director. Any overnight activities will need to be approved by the Y's Risk and Safety Manager.

YMCA Driving Policies True North AmeriCorps members may be asked to drive as part of their service role. A Partner Site that anticipates having the member drive must inform the program in advance and abide by the policies listed below. *A partner site may not require the member to drive in situations in which they do not feel safe doing so.*

- All Members driving for TNAC service purposes must possess a current valid driver's license and their driving record must meet the qualifications of the Y's insurance carrier. It is the responsibility of every individual operating a Y association vehicle, partner site vehicle, or their own vehicle for TNAC service purposes to drive safely and obey all traffic, vehicle, safety and parking laws and regulations.
- **Prior to driving a Y or Partner Site Vehicle TNAC Members:** Complete a Motor Vehicle Report Background Check; Review and sign the "YMCA Driver Safety Agreement;" Submit a copy of valid driver's license to YMCA HR; Complete the West Bend Defensive Driving course
 - Y Vehicles may not be used for personal purposes. Members placed at non-Y sites may contact the TNAC Program Director to reserve Y vehicles for TNAC service-related purposes.
 - Partner Sites providing vehicles for members to drive must ensure the member has completed the steps above, feels comfortable driving the vehicle, and that the vehicle meets Minnesota requirements for safety, licensing, and insurance.
- **Legal Responsibilities:** The member is responsible for all speeding, parking, and driving related tickets and citations received while operating YMCA owned vehicles. Any tickets or citations received by the Y, other than those related to maintenance, will be submitted to the member who operated the vehicle at the time. While driving for TNAC service-related business members are expected to follow posted speed limits, practice defensive driving, wear seat belts, and take a sufficient number of driving breaks. Members may not use cell phones or smoke while operating a Y vehicle
- **Personal Vehicles:** In some instances it may be necessary for a TNAC member to drive their personal vehicle for the purpose of TNAC service-related activities. Members must maintain personal auto liability insurance aligning with Minnesota regulations. The Y is not responsible for any damages or fines incurred while conducting business in a personal vehicle.
 - **Members may not transport children or volunteers/staff under 18 in their personal vehicle for any reason.**
 - Partner Sites requiring Members to use their personal vehicle must provide mileage reimbursement for service-related driving 50 miles or greater from the Member's service site. Mileage may not be provided for
- **Transporting Kids:** TNAC Members may transport participants to and from programs and activities. Therefore, the following guidelines and policies apply:

- Authorized transportation should only happen in approved YMCA or Partner Site vehicles. 198 Members are never to transport children in their personal vehicles.
- Members are never allowed to transport youth in a one-on-one situation.
- Members must follow the Transportation Best Practices listed below.

○ **Transportation Best Practices**

- Require written permission from the primary caregiver for all youth on the trip. Take a copy of these permission forms and medical releases with them on the trip.
- Require a roster of the youth on the trip. Use this roster to take attendance when boarding the vehicle, when leaving the vehicle, and periodically throughout the trip.
- Have an additional adult besides the driver whenever possible. Additional adults should sit in seats that permit maximum supervision.
- When possible, higher risk youth are seated by themselves or near the adult.
- Drivers are not allowed to make unauthorized stops.
- Where applicable, document the beginning and ending time of the trip and the mileage, names of the youth being transported, and the destination.
- Any unusual occurrences should be documented by using an incident report.

Federal Policy: Prohibited Activities

The Partner Site will ensure the AmeriCorps members do 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.

- (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 this section, unless AmeriCorps assistance is not used to support those religious activities; and
- (9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) 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. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

- (12) Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities. 199
- (13) Such other activities as AmeriCorps may prohibit.

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-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

Federal Policies: Supplantation, Non-Duplication and Non-Displacement The following policies outline restrictions that govern the use of AmeriCorps assistance.

A. Supplantation:

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

B. Non-Duplication:

AmeriCorps 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, AmeriCorps 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 AmeriCorps assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps 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 AmeriCorps 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 TNAC and the Y do 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 Staff.

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

AmeriCorps. If you believe that you or others have been discriminated against, or if you want more information, contact: 200

Duluth Area Family YMCA

302 W 1st St Duluth, MN 55802

Kayla Martin, HR Manager, kmartin@duluthymca.org

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

The Y make every effort to ensure that its partner agencies 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 Site Supervisor, site contact, and/or Program Staff. If the partner agency 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. We 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 Partner Sites: In any case of discrimination related to an AmeriCorps member, the Partner Site must contact TNAC Program Staff before taking action.

CIVIL RIGHTS AND NON-HARASSMENT

AmeriCorps has zero tolerance for the harassment of any individual or group of individuals for any reason. AmeriCorps is committed to treating all persons with dignity and respect. AmeriCorps prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from AmeriCorps, must be free from all forms of harassment. Whether in AmeriCorps offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any AmeriCorps employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a AmeriCorps employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Supervisors and managers of AmeriCorps programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, must immediately take swift and appropriate action. AmeriCorps will not tolerate retaliation against a person who raises harassment concerns in good faith. Any AmeriCorps employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from AmeriCorps and all other Federal agencies.

Any person who believes they have been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). OCRI may be reached at (202)606-7503, (202)606-3472 (TTY), eo@cns.gov or www.nationalservice.gov.

DIVERSITY EQUITY AND INCLUSION

True North AmeriCorps and the Y values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible differences present without our Program. We believe we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity.

By agreeing to be a Partner Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by 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 TNAC and the Partner Site could be terminated.

E. SITE FINANCIAL RESPONSIBILITY: CASH MATCH

We are fortunate to be able to fully waive the cash match for this year due to additional federal funding match replacement.

F. SUPERVISOR IN-KIND REPORTING

Monthly In-Kind reporting is required as a Partner Site with a placed Member. In-kind contributions include the time, resources, and services that are supplied by a Partner Site. In other words, the *necessary and reasonable* expenses incurred as a result of hosting a True North AmeriCorps member. Supervisors will submit in-kind reports by the 5th of each month via OnCorps (<https://mn.oncorpsreports.com>) In-Kind reports must be documented on site in calendar, receipt, or invoice form and must be made available upon request for seven years.

- 1) **In-Kind Hours** Costs related to the direct supervision of the member: one-on-one or small group time (meetings, trainings, program planning). It is not program time.
 - a) Site Supervisors who report in-kind must pass a National Service background check. The Program will pay for one supervisor per service term. If a supervisor changes or the supervisor misses a scheduled fingerprint appointment, it will be the sites responsibility to pay for the additional check.
- 2) **In-Kind Other** Refers to the *necessary and reasonable* costs of hosting a member such as:
 - a) Office Space: the Partner Site must provide the member with access to workspace which includes a computer, internet, and all materials necessary to complete assigned tasks.
 - b) Supplies: necessary items purchased for the member to use with students.
 - c) Training: on-or off-site training that is provided to the member by the host site
- 3) **In-Kind Notes**
 - a) Federal funding cannot be used to pay in-kind match unless accompanied by written authorization from the Federal Grants Officer giving authorization to use federal dollars as

match for another federally funded program. Example: if a Site Supervisor's salary from federal grant funds they're not be able to report supervisory hours 202

- b) **Sites that do not submit in kind will be charged a \$1,500 fee per member at the end of the service term and may lose their ability to host a member in the future.**
- c) Receipts, invoices, or other proof of in-kind expenses must be retained by the program for 7 years and made available upon request.

TRUE NORTH AMERICORPS RESPONSIBILITIES

True North AmeriCorps (the Program) agrees to meet the following requirements and responsibilities as outlined by the Corporation, the Program, and its fiscal host, the Duluth Area Family YMCA.

A. MEMBER MANAGEMENT

- 1) **Recruitment** The Program will conduct broad, area-wide recruitment online and in person and will work with Partner Sites to develop site-specific recruitment plans. The Program will develop recruitment materials to distribute to Partner Sites.
- 2) **Selection** The Program will ensure candidates meet the minimum qualifications. The Partner Site selects the candidate they believe will be the best fit for their organization and position unless they have selected the "assigned" option. The Program will make every effort to match the Member with a Partner Site that provides the best fit for qualifications, time commitment, and personal development goals. *The Program reserves the right to make the final decision regarding the selection of AmeriCorps members.*
- 3) **Background Checks** The Program will conduct required National Service Criminal History background checks on all applicants prior to their official enrollment in the program. Positions are contingent on these results. The Program reserves the right to disqualify a member for not disclosing past criminal history or for not clearing the background checks.
 - a. An individual is ineligible to serve with any AmeriCorps program if they:
 - i. Refuse to consent to State Criminal Registry and/or FBI background checks.
 - ii. Make a false statement concerning their criminal history.
 - iii. Are registered or required to register as a Sex Offender.
 - iv. Have committed murder as defined and described in 18 U.S.C. § 1111.
 - b. Applicants may also be disqualified for any of the following: being convicted of child abuse, neglect, or maltreatment; being convicted of assault or drug charges within the last year; other charges as deemed significant by YMCA Human Resources
 - c. Partner Sites are expected to do their due diligence in conducting their own background checks to determine eligibility based on any additional criteria of their own hiring policies.
- 4) **Benefits** The Program and/or AmeriCorps will provide the following benefits to the Member. Please see the Applicant Guide or other recruitment materials for the specific benefit amounts.
 - a. Living Stipend paid twice monthly via direct deposit.
 - b. Education Award upon successful completion of the program.
 - i. May be used for past or future student debt and saved for 7 years.
 - ii. May be gifted to a child, grandchild, or foster child if the member is over 55.
 - c. Student Loan Forbearance and interest repayment on qualifying loans.
 - d. Free Health Insurance if the Member is full-time (35 hrs/week) and qualifies.
 - e. Child Care assistance if the Member is full-time (35 hrs/week) and qualifies.
 - f. YMCA Membership which can be used nation-wide
 - g. Workers Compensation for service-related issues and FICA *must submit incident reports to the Program Director within 24 hours*

5) **Training and Support** The Program will provide ongoing training and support to the Member and Site Supervisor. Additional training provided upon request. 203

- a. **Program Updates** will be emailed to both the Member and Site Supervisor (at least monthly) including deadlines, events, helpful resources, and general information.
- b. **Site Visits** with the Program, Member, and Site Supervisor will occur twice per service term. Once per term for Summer-Only Members
- c. **Site Supervisors** will receive one or more trainings per service term. Program staff will check in regularly and provide additional training as needed.
- d. **Member training** topics include: professionalism, mandated reporting, youth program quality best practices, social emotional learning, behavior management, cultural competency, trauma responsiveness, data tracking, volunteer mobilization, and more.
 - i. A calendar of events will be provided at the start of the term, updated as needed.
 - ii. The Member must be released from regular site activities for Program trainings.
 - iii. Members who miss training for any reason are required to make it up using the online materials provided by the Program. The Site should provide time for members to do this during normal service hours if possible.
 - iv. Members may be asked to attend special events which may include evenings or weekends. Adequate notice will be given so arrangements can be made to ensure full participation.
- e. **Personnel Issues** Program staff will work in conjunction with the Site Supervisor and Member to resolve issues that may occur during the program year.
 - i. The Program has the authority to dismiss or suspend the Member for any reason in accordance with the rules of AmeriCorps.
 - ii. The Program may also reassign the Member to another Service Site or change the number of contracted service hours when necessary.
 - iii. The Program will consider holding the Member's living stipend or removing the Member from the Partner Site or the Program as needed, in accordance with the Program's policies and procedure.
- f. The Program will provide appropriate support when:
 - i. A situation with the Partner Site or Site Supervisor prevents the Member from successfully completing their service term.
 - ii. Situations or life events occur that may delay or prevent the Member from successfully completing their service term.
 - iii. The Member experiences other challenges relating to their service or completion of service.

B. PROGRAM MANAGEMENT

- 1) **Member Personnel File** Program staff maintain a personnel file for each member, which includes pre-service enrollment and HR paperwork, background checks, incident documentation, and other materials as required.
- 2) **Site Selection** The Program will select Partner Sites whose missions are aligned with the Program, the Duluth Area Family YMCA and AmeriCorps.
- 3) **Reporting** The Program will send reminders and information to the Member and Site Supervisor regarding reporting requirements for the program.
 - a. Program staff monitor Member service hours as reported on their timesheets using OnCorps to ensure that Members are able to complete their term of service successfully.
 - b. Program staff will provide a mid-year status report to the Member and Site Supervisor

- c. Program staff collect and report program data on a quarterly basis, including in-kind reports, member performance evaluations, and progress monitoring reports as those 204 outlined by AmeriCorps regulations and agreed upon by ServeMinnesota and the Program
- d. The Program will provide the Partner Site with relevant results from evaluation data analysis once this data has been reported to AmeriCorps.

Any questions about this agreement, program policies, or requirements should be directed to:

Alice Werle, Program Director awerle@duluthymca.org 218-722-4745 x169

STATEMENT OF UNDERSTANDING
True North AmeriCorps Partner Site Agreement
 Service Term 2022-2023

This serves as an agreement between the Partner Site and the Program for the 2022-2023 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2023 or the members last day of service. Any amendments to this agreement shall be done in writing.

The Program may, with five days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

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

Partner Site Organization/Program Name	
Lead Contact Name	Title
<i>Simone Zurich</i>	<i>Exec. Dir Finance, Business</i>
Lead Contact Signature	Date
<i>Simone Zurich</i>	<i>04.20.23</i>
Site Supervisor Name	Title
Site Supervisor Signature	Date

**THIS AGREEMENT MUST BE SIGNED AND RETURNED
 PRIOR TO MEMBER START DATE**

ATTN: Alice Werle, TNAC Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: awerle@duluthymca.org

Memorandum of Understanding 2023 – 2024

Duluth PSD (MN ISD 709)

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth PSD (MN ISD 709), 4316 Rice Lake Rd, Ste 103, , Duluth, MN 55811.

PROVISIONS:

1. Luther College and Duluth PSD (MN ISD 709) agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Duluth PSD (MN ISD 709).
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth PSD (MN ISD 709), as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area and grade level. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Duluth PSD (MN ISD 709) for this process.

Duluth PSD (MN ISD 709) has a system in place by which the student can complete this requirement.

Duluth PSD (MN ISD 709) requires Luther College to process a National background check for the student. The student will be required to pay the processing fee and submit the completed report to Duluth PSD (MN ISD 709). This background check will include:

- National Sex Offender Registry
- National Criminal Database
- Criminal Search – County
- ID Trace Pro

6. Duluth PSD (MN ISD 709) and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. In gratitude, Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed assessments (2 observation feedback reports; 2 evaluations) from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the placement shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
 - 4 weeks - \$100
 - 7-10 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

Please check here if Duluth PSD (MN ISD 709) **requires** cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Printed Name: Simone Zunic Title: Exec Director B.S. Service + Finances
Representative, Duluth PSD (MN ISD 709)

Signature: Simone Zunic Date: May 1 2023
Representative, Duluth PSD (MN ISD 709)

Signature: Elliott D Johnson Date: 4/20/2023
Department Chair, Luther College Education Department

**Revenue Contracts Signed
April 2023**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Minnesota Department of Education (MDE)	\$5,351.67*	MTSS Coord.	Amendment to Project Aware Grant from MDE

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Education (MDE)**Name of Governmental Unit:** Duluth Public School District #709**Current Contract Term:** January 18, 2022 to September 29, 2026**Project Identification:** SWIFT contract #205996, Joint Powers Agreement for Project AWARE

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the contract? Complete appropriate box(es) for the amendment submitted.1. **Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date:
- b. Why is it necessary to amend the Expiration Date?

2. **Amend Duties and Cost** **Amend Duties Only**

- a. Describe the amendment: Unspent funds from Year 1 (in the amount of \$174,648.33) plus an additional \$5,351.67 is being added to be used through September 29, 2023 to add Restorative Practices training opportunities, increase consultation support for implementation of CBITS and Bounce Back, and to further the implementation of district-wide Social Emotional Learning (SEL) curriculum and community mental health awareness events.
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:
 \$1,860,000.00 (original Joint Powers Agreement total)
+\$5,351.67 (amendment #1 increase)

\$1,865,351.67 (new Joint Powers Agreement grand total)

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3. Amendment to change other terms and conditions of the contract:

- a. Describe the changes that are being made: The MDE office has changed locations so the address is being updated. HR/LR Policy #1446 was rescinded May 24, 2022 so clause #12 is being removed from this Agreement. The subsequent clauses after clause 12 are being renumbered.

Amendment #1 to SWIFT Joint Powers Agreement No. 205996

Agreement Start Date:	January 18, 2022	Total Agreement Amount:	\$1,865,351.67
Original Agreement Expiration Date:	Sept. 29, 2026	Original Agreement:	\$1,860,000.00
Current Agreement Expiration Date:	Sept. 29, 2026	Previous Amendment(s) Total:	\$0.00
Requested Agreement Expiration Date:		This Amendment:	\$5,351.67

This first amendment is by and between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) and Duluth Public School District #709 whose designated business address is 215 North 1st Avenue East, Duluth, MN 55802 (“Governmental Unit”). State and Governmental Unit may be referred to jointly as “Parties.”

Recitals

1. The State has a Joint Powers Agreement (“Agreement”) with the Governmental Unit identified as SWIFT Contract Number 205996 (“Original Contract”) to implement comprehensive mental health services within Duluth Public School District #709 area for the Project AWARE federally funded project.
2. Amendment #1 is being done to add additional funds to existing tasks outlined in this Agreement to add Restorative Practices training opportunities, increase consultation support for implementation of CBITS and Bounce Back, and to further the implementation of district-wide SEL curriculum and community mental health awareness events. The MDE office has moved location so the address is being updated. HR/LR Policy #1446 under clause 12 was rescinded May 24, 2022 so that clause is being removed. The subsequent clauses are being renumbered after clause 12. This additional funding and the unused funding from Agreement Year 1 must be used by September 29, 2023.
3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

Joint Powers Agreement Amendment #1

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 2 “**Agreement between the Parties**” is amended as follows:

2. Agreement between the Parties

2.1 Increase capacity of Duluth Public School District to implement comprehensive school mental health systems by completing the below tasks:

- a. By March 2022, train-the-trainer cadres will be developed for Youth Mental Health First Aid (YMHFA) and by November 2024 for Sources of Strength (SOS).
- b. By March of 2022, two key district staff from this school district will be trained on Cognitive Behavior Interventions for Trauma in Schools (CBITS) and Bounce Back (BB).
- c. By September 2022, all school staff in this school district will receive training on trauma informed schools and adverse childhood experiences (ACES).
- d. By September 2023, student supports teams in this school district will be trained on CBITS and BB.
- e. By September 2024, all school staff in this school district will receive training in the school mental health referrals pathways protocol.

- f. By August 2026, this school district will have established infrastructure and practices in place for Medicaid billing for mental health services to improve policy, practices, and sustainability for Comprehensive School Mental Health (CSMH) Systems across the Duluth district.

2.2 Increase access to quality, sustainable, culturally responsive and developmentally appropriate school-based mental health services and supports by completing the below tasks:

- a. By the end of February 2022, this school district will participate in the School Health Assessment Performance and Evaluation (SHAPE) system.
 - i. By the end of February 2022 this school district will complete the School Mental Health Quality Assessment, and will repeat twice annually, during October/November and then again in March/April, for the duration of the Agreement.
 - ii. This school district will complete three monthly Plan-Do-Study-Act (PDSA) cycles by May 2022, and will continue at a regular ~~monthly~~ quarterly intervals from September to May for the duration of the Agreement.
- b. By August 2023, this school district will work with MDE Project AWARE staff and district stakeholders to create and define the Interconnected Systems Framework (ISF) for their district.
- c. By October 2023, CBITS and BB will be utilized as tier 2 or tier 3 interventions for students who have been exposed to trauma.

2.3 Increase outreach and engagement with school-aged youth and their families to promote mental health awareness across their district by completing the below tasks:

- a. By March 2022, this school district will have a Project AWARE Advisory Group in place. This advisory group should be comprised of district and school staff, students, and family members.
- b. By May 2023, this school district will host two community-wide mental health awareness events.
- c. By August 2023, this school district will have the capacity to conduct inclusive family engagement on CSMH.
- d. By October 2024, MN Project AWARE staff from this school district will train a student group on Kognito's Friend2Friend.
- d.e. By October 2025, MN Project AWARE staff from this school district will train a student group on the YMHA Teen Mental Health First Aid (tMHFA) and/or SOS peer-to-peer programs.

2.4 This school district will provide quarterly updates on evaluation activities including quarterly reporting of data, or as specifically requested by MDE staff, on Project AWARE activities. Each calendar year the quarter timeline will be: Quarter One is from ~~October 1~~ September 30 to December 31 with reports due no later than January 15; Quarter Two is from January 1 to March 31 with reports due no later than April 15; Quarter Three is from April 1 to June 30 with reports due no later than July 15; and Quarter Four is from July 1 to September ~~30~~ 29 with reports due no later than Oct 15. Data reports will include:

- a. Substance Abuse and Mental Health Services Administration (SAMHSA) IPP (Infrastructure Development, Prevention, and Mental Health Promotion) indicators. These specific data points to include:
 - Workforce Development Training (number of individuals in the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
 - Training (number of individuals outside of the mental health or related workforce trained through the federal grant, and types of individual trained i.e. their role within the school)
 - Partnership/Collaboration (number of MOU's/MOA's with outside entities entered into through the federal grant)
 - Policy Development (number of policy changes completed as a result of the federal grant)
 - Referral (number of students referred for mental health and/or related services)
 - Access (the number and percentage of students receiving mental health or related services after referral)

- Knowledge/Attitudes/Beliefs (number and percentage of individuals who have demonstrated improvement in knowledge, attitudes, or beliefs related to prevention and/or mental health promotion)
- b. SAMHSA National Outcomes Measures (NOMs) indicators
- c. ~~Government Performance Results Act (GPRA) interviews with students directly served by Project AWARE, to be conducted at intake, every 6 months during service duration, and at discharge.~~
- d. ~~c.~~ Narrative description of successes achieved and difficulties encountered
- e. ~~d.~~ Pre and post-training surveys
- f. ~~e.~~ SHAPE results

2.5 By September 29, 2023, this school district will utilize the additional funding and the unused funding from Agreement Year 1 provided by Amendment #1, once executed, to do the following tasks:

- a. Provide Restorative Practices trainings and resources for staff.
- b. Facilitate additional school and community mental health awareness events.
- c. Provide consultants for clinical support of implementation of CBITS and Bounce Back.
- d. Purchase supplies and trainings to further the implementation of district-wide Social Emotional Learning (SEL) curriculum.

REVISION 2. Clause 3 “Payment” is amended as follows:

3. Payment

The State will pay for performance by the Governmental Unit under this Agreement as follows:

3.1 Compensation. The Governmental Unit will be paid following acceptance of the deliverables described in this Agreement for conducting the services under clause 2 in accordance with the budget in Exhibit A-1 that is attached and incorporated into this Agreement.

3.1.1 Supporting documentation, which includes but is not limited to supply receipts, are retained by the Agreement recipient for auditing purposes. All supporting documentation must be kept by the Agreement recipient for the full duration of this Agreement plus a minimum of six additional years per state and federal audit retention requirements.

3.2 The total obligation of the State under this Agreement will not exceed ~~\$1,860,000.00~~ \$1,865,351.67.

3.3 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices ~~must~~ should be submitted timely and according to the following schedule:

Quarterly invoices should be submitted following the same reporting timeline as listed under clause 2.4.

The invoices should be submitted directly to the [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us) for processing. The preferred method of obtaining an invoice from a Governmental Unit is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name and Agreement number.

The invoice should include the following information:

- MDE's Authorized Representative's name;

- The SWIFT Agreement number;
- Dates of service; and
- A description of services performed.

Should an invoice need to be submitted via U.S. Mail, please use the following address:

Minnesota Department of Education
 Attn: Accounts Payable Department
 1500 Highway 36 West 400 NE Stinson Blvd.
 Roseville, MN 55113-4266 Minneapolis, MN 55413

REVISION 3. Clause 4 “Authorized Representatives” is amended as follows:

4. Authorized Representatives

The State’s Authorized Representative is Brienne LaHaye, Project AWARE Coordinator, ~~1500 Highway 36 West, Roseville, MN 55113~~ 400 NE Stinson Blvd., Minneapolis, MN 55413, 651-582-8407, Brienne.LaHaye@state.mn.us, or her successor.

The Governmental Unit’s Authorized Representative is Callie Devriendt, Mental Health Coordinator, 215 North 1st Avenue East, Duluth, MN 55802, 218-336-8880, Callie.Devriendt@isd709.org, or her successor.

REVISION 4. Clause 12 “Vaccination/Testing Requirements” is removed from the Agreement as it was rescinded May 24, 2022:

~~12. Vaccination/Testing Requirements~~

~~12.1 **Applicability.** This section applies to Contractor’s employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public (“Covered Individuals”).~~

~~12.2 **Requirements.** In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.~~

~~12.3 **Compliance.** Contractor is responsible for the following:~~

~~12.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;~~

~~12.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;~~

~~12.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and~~

~~12.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 12.2 Requirements, above.~~

~~12.4 **Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.~~

REVISION 5. Clause 13 “**Accessibility Standards**” is amended as follows:

~~13.~~ **12. Accessibility Standards**

The Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website](https://mn.gov/mnit/about-mnit/accessibility/) (<https://mn.gov/mnit/about-mnit/accessibility/>). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.

- a. For additional information on how to make your documents accessible please visit the following link [Accessible Electronic Documents / Minnesota IT Services \(mn.gov\)](https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/) (<https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/>).
- ~~a.~~b. Contact the [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
- ~~b.~~c. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) (kim.wee@state.mn.us).

REVISION 6. Clause 14 “**Publications or Other Content Intended for Dissemination**” is amended as follows:

~~14.~~ **13. Publications or Other Content Intended for Dissemination**

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

REVISION 7. Clause 15 “Plain Language” is amended as follows:

~~15.~~ 14. Plain Language

The Governmental Unit must provide all deliverables in “Plain Language.” Executive Order ~~14-07~~ 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order ~~14-07~~ 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, ~~Contractor~~ the Governmental Unit will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

REVISION 8. Clause 16 “Force Majeure” is amended as follows:

~~16.~~ 15. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

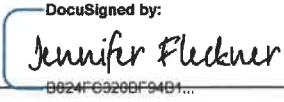
The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

Signature page to follow

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Jennifer Fleckner

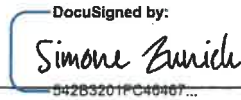
Signature:  DocuSigned by: Jennifer Fleckner
B024F6320DF94B1...

Title: SPA- Principal Date: 3/29/2023

SWIFT Contract No. 205996

2. Governmental Unit

Print Name: Simone Zunich

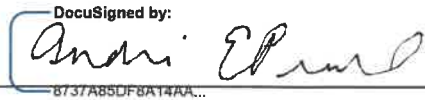
Signature:  DocuSigned by: Simone Zunich
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Title: Exec. Dir. of Finance and Business Services Date: 3/29/2023

3. Minnesota Department of Education

With delegated authority

Print Name: Andre Prah1

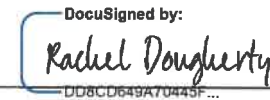
Signature:  DocuSigned by: Andre Prah1
B737A85DF8A14AA...

Title: Agency Finance Director Date: 3/31/2023

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: Rachel Dougherty

Signature:  DocuSigned by: Rachel Dougherty
DD8CD649A70445F...

Title: Contracts Manager Date: 4/6/2023

Admin ID: 74804

Signature page to amendment #1 for Agreement #205996



Exhibit A-1 - Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District #709

Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District

	Amount for Year 1 (1/18/22 – 9/29/22)	Yearly Amount for Year 2 (9/30/22 – 9/29/23)	Yearly Amount for Years 3 through 4	Yearly Amount for Year 5	Total Amount
110-299: Salary and benefits <ul style="list-style-type: none"> 1.0 FTE Project AWARE Coordinator 1.0 SEL Interventionist Misc. salary payments (sub pay for teachers to attend trainings, additional support staffing hours over summer, etc.) 	\$233,500 <u>\$128,913.69</u>	\$258,000 <u>\$344,751</u>	\$258,000 <u>\$307,000</u>	\$265,840 <u>\$312,000</u>	\$1,273,340 <u>\$1,399,664.69</u>
366-389: Professional development <ul style="list-style-type: none"> National School Mental Health Conference State School Mental Health Conference Other conference/training attendance 	\$20,000 <u>\$8,357.50</u>	\$1,500 <u>\$45,125</u>	\$1,500 <u>\$30,000</u>	\$1,000 <u>\$15,000</u>	\$25,500 <u>\$128,482.50</u>
303-304: Contracts <ul style="list-style-type: none"> Training contracts for evidence-based trainings named in the grant (CBITS/Bounce Back <u>trainings and consultation</u>, Youth Mental Health First Aid, <u>TMHFA</u>, PREPaRE, Sources of Strength, <u>Restorative Practices</u>, etc.) Funding to supplement DHS School Linked Mental Health Provider MOU's. Additional School Linked Mental Health Provider contracts. 	\$16,000 <u>\$18,612.12</u>	\$75,500 <u>\$42,300</u>	\$75,500 <u>\$12,000</u>	\$58,160 <u>\$12,000</u>	\$300,660 <u>\$96,912.12</u>

430 & 490: Supplies and Food	\$75,500	\$10,000	\$10,000	\$5,000	\$110,500
<ul style="list-style-type: none"> • Social-Emotional Learning (SEL) Curriculum and supplies • PBIS supplies • Software for billing of school-based services • Youth Mental Health First Aid and tMHFA training participant materials • Student supplies for Tier 2 mental health interventions • Incentives for student and family participation in evaluation activities, as allowable by federal funding guidelines. • Food for families at family and community engagement events, as allowable by federal funding guidelines (\$3/person/event). 	<u>\$34,027.03</u>	<u>\$107,824</u>	<u>\$11,000</u>	<u>\$6,000</u>	<u>\$169,851.03</u>
895: Indirect	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000
	<u>\$10,441.33</u>	<u>\$15,000</u>	<u>\$15,000</u>	<u>\$15,000</u>	<u>\$70,441.33</u>
TOTALS	Total Amount for Year 1 = \$375,000 <u>\$200,351.67</u>	Total Amount for Year 2 = <u>\$555,000</u>	Total Amount for Years 3 through 4 = <u>\$750,000</u>	Year 5 Amount = \$360,000	Grand Total = \$1,860,000 <u>\$1,865,351.67</u>

**Grant Applications
April 2023**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Duluth Superior Area Community Foundation	Keely Waechter/Drama Advisor	Denfeld Drama	\$2,000.00	We are working on a collaboration with New Native Theater in the Twin Cities to provide theater workshops that are lead by Native Artists and are welcoming to our Native Community, all students will be invited to join but we will intentionally reach out Native Students and focus on indigenous culture and representation.
ESSER FUNDS	Erika Drengler/Curriculum Specialist	Physical Education	\$2,500.00	Maintenance for our bike fleet