



STATEMENT OF WORK

Project Name:	DV_TS INDEPENDENT SCHOOL DISTRICT 709-2024.08-Staff Aug-Net Admin II	Seller Representative: Dave Donarski +1 (847) 4656000 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government LLC	
Date:	August 26, 2024	Digital Velocity BDM: Jenna Camphouse-Ferrante
Drafted By	Chris Garman	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Duluth Independent School District No. 709 (MN) (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 071321#CDW between CDW Government LLC and Sourcewell effective November 13, 2021 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE:

Seller will provide Customer with one (1) Network Engineer for a staff augmentation engagement, to perform under the technical direction of Customer.

The following project requirements are detailed below.

- Responsible for the operation of the Customer’s network infrastructure, including LAN/WAN, Internet, IP Telephony, Video Security and System Security.
- Includes designing, implementing, and maintaining the network infrastructure to support the district curriculum and administrative requirements.
- Leading and coordinating the work of the network technical support staff to provide the highest quality of system reliability, support and services to Customer’s students and staff.
- Provides assistance to Customer staff with technology problems requiring expert troubleshooting and problem analysis.
- Provides monthly summary reports that would identify systems status, failures, deficiencies, and potential system issues.

- Coordinates, when necessary, direct assistance from manufacturers and vendors, including auditing and checking for accuracy of vendor billing.

Essential Duties:

- Oversees the operations of the Customer's network infrastructure systems, including security, data, voice, and video cabling.
- Evaluates, analyzes and resolves problems within the within the Customer's network infrastructure systems.
- Designs and implements solutions to ensure a minimum delay and maximum support to curriculum and administration systems for employees using these systems.
- Acts as a technical expert to assist district employees and technical support staff with complex network problems.
- Handles difficult and complex network problems that cannot be resolved by other departmental technical support staff.
- Develops monthly summary reports that will track system reliability that are used to identify problems and prevent system failures.
- Lead and coordinate the work of the network technical support staff, by providing direction, training and assistance with problems encountered by staff.
- Ensures that quality control of system and services, with an emphasis on customer satisfaction, is provided to Customer employees using the network infrastructure and system devices.
- Reviews and utilizes systems to monitor, maintain, and identify potential issues in the design and reliability of the network infrastructure and attached system.
- Assigns duties for most project management within the Network Infrastructure area for the department. Performs other related Customer technology duties as needed/required.
- Researches and maintains knowledge of current network and end user device technologies to ensure Customer awareness of state of the art software and hardware.
- Reviews, tests and determines technology systems and network hardware/software components meet standards for quality and network compatibility.
- Select equipment for purchase or to be placed on approved standards list for purchasing by the Customer.
- Reviews and makes recommendations for effective and efficient Customer technology related system improvements.
- Prepare written monthly report that will identify major network systems and track status, failures and potential system issues.
- Plan and budget for future acquisitions and upgrades to equipment and software. The TCO and ROI models will be used to support changes or purchase of new systems and equipment.
- Develop technical specifications (BDID's) and requests for proposals (RFP's). Reviews bids and proposals and help makes recommendations for vendor selection.
- Assists the Technology Manager with the development of Customer Technology Plan, Disaster Recovery Plan (DRP), E-Rate, Telecommunication Equity Aid as well as technology grants/funding.
- Develop a professional development plan, including professional development funded and not funded by Customer funds for all reporting staff.
- Evaluates performance and resolves a wide variety of concerns and complaints

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

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer will provide timely review and approval of weekly timesheets, in accordance with pay periods. Unapproved timecards will be considered automatically approved if Customer fails to approve timecard within 3 business days of being notified that timecard is ready to approve. Such approval of timesheets and hours shall constitute as acceptance of services provided by Seller.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

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

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

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

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

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

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

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

Services Fees of \$48,000.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 320 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

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

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

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

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

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Billable Units	Subtotal
Network Engineer II – Per Hour	\$150.00	320	\$48,000.00
Estimated Totals		320	\$48,000.00

Under no circumstances and notwithstanding anything to the contrary, Customer shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of the Network Engineer to leave the employ of Seller, or hire or engage such Network Engineer.

EXPENSES

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

Travel time will not be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

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

Location	Address
Technology Office	709 Portia Johnson Dr, Duluth, MN 55806

SIGNATURES

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

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government, LLC

By: _____
Name: _____
Title: _____
Date: _____

Duluth Independent School District No. 709 (MN)

By: Simone Zunic
Name: Simone Zunic
Title: Exec. Dir. Business Services
Date: 8/27/24

Budget Code: 01E 012 108000 305000

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between *Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE).

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

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

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

NOW, THEREFORE, it is agreed:

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

Lake Superior College (LSC) CITS Staff shall:

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

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.

- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

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

High School Instructors, Administrators, and Staff shall:

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

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2024 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.
- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2024 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2024, or upon the date that the final required signature is obtained by MINNESOTA STATE,*** whichever occurs later, and shall

remain in effect until **June 30, 2025** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION.** This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. **AUTHORIZED REPRESENTATIVES.**

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

Name: Jennifer Larva
Title: Director of Curriculum and Instruction
Address: 215 N 1st Avenue East; Duluth MN 55802
Telephone: 218-336-8700 x 1007
E-Mail: jennifer.larva@isd709.org

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

Name: Stephanie Wainionpaa
Title: College in the Schools Director
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: 218-733-5916
E-Mail: stephanie.wainionpaa@lsc.edu

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

7. **ASSIGNMENT.** Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. **LIABILITY.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

9. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").** The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

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

11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

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

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

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

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)	
DocuSigned by: <i>Linda Kingston</i>	
Title	VP Academic and Student Affairs
Date	6/24/2024 9:38:08 PM CDT

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

By (authorized signature)	
DocuSigned by: <i>Simone</i>	
Title	Exec. Dir. of Finance and Business Services
Date	6/26/2024 9:46:17 AM CDT

By (authorized signature)	
Title	
Date	

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement)	
DocuSigned by: <i>Michelle Phernetton</i>	
Title	Director of Business Services
Date	8/12/2024 10:11:43 AM CDT

Attachment A - 2024-2025 LSC CITS COURSES

Cost: \$33,000.00

The following 11 courses will be covered under this Concurrent Enrollment agreement:

(1)AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
(2) Denfeld	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
(3) Denfeld	BIOL 1005**	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology I	4	Andrew Nissen	AY
(4) Denfeld	MATH 1150	Pre-Calculus	4	Tim White	AY
(5) Denfeld	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring
(6) East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
(7) East	ART 1138	Ceramics I	3	James Carlson	Fall
(8) East	ART 1138	Ceramics I	3	James Carlson	Spring
(9) East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY
(10) East	Math 1150	Pre-Calculus	4	Bill Garnett	AY
(11) East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring

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

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glockle
AEO Principal Email	Nathan.glockle@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org

East Principal	Kelly Flohaug
East Principal Email	kelly.flohaug@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

Certificate Of Completion

Envelope Id: 030163A51DE048FBA2FB855CEFC2EC83
 Subject: Complete with DocuSign: LSC CITS Contract - Duluth Public Schools AY2025.docx
 Source Envelope:
 Document Pages: 7 Signatures: 3
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Michael Francisco
 30 7th St E Ste 350
 Saint Paul, MN 55101
 michael.francisco@lsc.edu
 IP Address: 204.77.44.52

Record Tracking

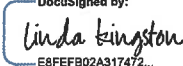
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 Holder: Michael Francisco
 michael.francisco@lsc.edu

Location: DocuSign

Signer Events

Linda Kingston
 linda.kingston@lsc.edu
 VP Academic and Student Affairs
 Lake Superior College
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 Linda Kingston
 E8FEFB02A317472...

Timestamp

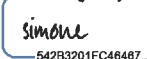
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Electronic Record and Signature Disclosure:

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simone
 Simone.zunich@isd709.org
 Exec. Dir. of Finance and Business Services
 Isd #709 Duluth Public Schools
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 Simone
 542B3201FC46467...

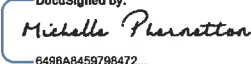
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Electronic Record and Signature Disclosure:

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Michelle Phernetton
 michelle.phernetton@lsc.edu
 Director of Business Services
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 Michelle Phernetton
 649BA6459798472...

Sent: 6/26/2024 9:46:18 AM
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 Viewed: 8/12/2024 10:07:41 AM
 Signed: 8/12/2024 10:11:43 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 204.77.44.52

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Jennifer Larva
jennifer.larva@isd709.org

COPIED

Sent: 6/26/2024 6:22:53 AM
Viewed: 6/26/2024 8:38:33 AM

Jennifer Larva

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 7/18/2023 1:07:30 PM

ID: e2f6f160-4bc8-4a55-bd01-121a8a1b206e

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/18/2024 10:36:25 AM

Certified Delivered

Security Checked

8/12/2024 10:07:41 AM

Signing Complete

Security Checked

8/12/2024 10:11:43 AM

Completed

Security Checked

8/12/2024 10:11:43 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 26, 2024 and shall remain in effect until June 30, 2025, 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.**

National Audio Visual will provide all audio and visual support for Professional Development Days for Duluth Public Schools for the 24-25 school year. Equipment that will be provided by National Audio Visual may include (but not limited to): computer, microphone (portable), lighting to ensure quality sound and visuals for staff. National Audio Visual will live stream all sessions. Prior to any Professional Development Day, National Audio Visual will be available for set up the day before any needed Professional Development.

Dates may include:

August 27, 2024 - Professional Development at Denfeld and East high School
October 14, 2024 - Professional Development Day - location details to follow
October 27, 2024 - Professional Development Day - location details to follow
December 23, 2024 - Professional Development Day - location details to follow
February 24, 2025 - Professional Development Day - location details to follow
May 27, 2025 - Professional Development Day - location details to follow

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 \$10,000 in total for the 24-25 school year.

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: Joan Lancour , 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) National Audio Visual, 504 East Fourth Street, Duluth, MN 558905.

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





20 AUGUST 2024

Blackbird Revolt, LLC Services Agreement

PARTIES

The parties to this agreement are Blackbird Revolt, LLC and **Duluth Adult Education ISD709**(hereafter referred to as "the partner", "partner", "the Client", or "Client").

SCOPE OF SERVICES

The services to be provided by Blackbird Revolt, LLC are as described below:

T-Shirt Design

- 1 style representing all programs

Slogan Stickers

- The best DAE of your life
- Seize the DAE
- It's a new DAE
- This is your DAE

Posters

- GED-Diploma program
- English Language program
- College Prep program
- Core Skills program
- All programs

Postcard

PAYMENT

Payment for services

The Client shall pay for services in 2 installments of **\$1,795**. These installments shall be paid within 30 days of each invoice. The Client shall pay for services total amount equaling **\$3,590**.

***Reimbursement of expenses***

Blackbird Revolt, LLC will be reimbursed for actual, reasonable and necessary expenses incurred in the performance of services.

Invoices

For short term projects or work, an invoice for services shall be submitted upon completion of agreement. The Client will process and pay bills within thirty (30) days from receipt.

Cancellation & Rejection Fees

- Upon cancellation of agreement prior to completion of the design phase, the Client shall pay 25% of total costs for services **(\$897.50)**
- Upon cancellation of agreement prior to completion of the production phase, the Client shall pay 50% of total costs for services **(\$1,795)**
- Upon cancellation of agreement after work has been completed, the Client shall pay 100% of total costs for services **(\$3,590)**

Audit of Records

Blackbird Revolt, LLC shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the Client for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Blackbird Revolt, LLC.

REVISIONS, ALTERATIONS, & APPROVAL***Revisions***

Each deliverable includes one round of revisions. Revisions include changes to type, color, etc. Any additional rounds of revision will be considered beyond the "scope of work" and added to the final invoice at \$400 per round.

Iterations

During the design phase, if the client/partner requires the creative team to redesign or re-iterate vectored concepts, an iteration fee of \$180/hour will be added to the final invoice.

Approval

Angie Frank will act as the primary representative between Blackbird Revolt & the Client. All feedback should be provided through meetings and/or via email.



TIMEFRAME

Dates

Blackbird Revolt, LLC will complete all services by **October 15, 2024**.

Due dates for material and feedback will be articulated by the creative team at the start of each project and/or assets. Extension charges occur when the feedback or content is delivered beyond the date necessary for the creative team. Extension fees can be avoided by requesting a change to the timeline and due date in advance through communication via email.

Final design work will begin once The Client has delivered 100% of the necessary content and elements. Each day the design is delayed will add an additional day to the timeline. These project extension days will result in an additional \$85 per day charge.

Note: Each project varies in timeline and scope. We will complete all services within an agreed upon timeline unless timeline changes are made and agreed upon.

Our offices are closed on Fridays. Any due dates should be set between Monday and EOD Thursday. If feedback or content is delayed and the creative team may work Friday, if the client needs to maintain a due date, for an additional hourly fee of \$180.

Unforeseen Circumstances

Extension of time for unforeseen circumstances. In the event that the Blackbird Revolt, LLC is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Blackbird Revolt, LLC's reasonable control, such as war, unrest, police violence, strikes, lockouts, natural disasters, pandemics, blackouts, or emergencies such as medical, or work slowdown or stoppage of Blackbird Revolt, LLC's employees or subcontractors due to these circumstances, Blackbird Revolt, LLC shall inform the Client of the additional time required to perform the work.

METHOD OF COMMUNICATION

We will use email as our primary method of communication. Communication in person, via video chat, or over the phone are encouraged and acceptable. We do request that any design or project changes/edits/revisions be made through email (changes can be articulated through other avenues, but email ensures the changes are documented properly). Other methods of communication are acceptable as long as all parties agree on what those methods will be.



EXPECTATIONS

The project outlined in this agreement is priced based on time, deliverables, expertise, and other relevant components. We set aside the appropriate time and parameters to create the deliverables. If the Client/Partner would like to have more frequent communication or unrestricted access to our creative team, additional fees or a retainer can be set up to match those expectations.

In addition, throughout the course of the partnership, it is expected that all parties will respect the boundaries of each party throughout the project. To understand more about Blackbird's boundaries and expectations, review our guide [Taking Flight with Blackbird](#).

ISSUE RESOLUTION

In the event that the client encounters any issues, concerns, or dissatisfaction with members of the creative team or the creative process, the client agrees to promptly notify the business managers in writing. The client shall provide a detailed description of the matter, including relevant facts and circumstances, and shall make reasonable efforts to cooperate with the business managers in resolving the issue.

The business managers, upon receiving notice of such concerns, shall make diligent efforts to address and resolve the issues in a timely manner. Both parties agree to engage in good-faith discussions and negotiations to find an amicable solution that meets the mutual satisfaction of all parties involved.

Failure to promptly notify the business managers of any concerns or issues in accordance with this clause may limit the client's ability to seek remedies or adjustments at a later date. This provision is intended to facilitate effective communication and collaborative resolution between the parties to ensure the successful execution of the creative project.

STANDARD OF PERFORMANCE

Blackbird Revolt, LLC's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Blackbird Revolt, LLC's profession currently practicing under similar conditions.



ASSIGNMENT

Blackbird Revolt, LLC shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this agreement without the express written consent of the Client in each instance.

SUBCONTRACTORS

Blackbird Revolt, LLC will perform the work personally. Blackbird Revolt, LLC may subcontract work when necessary for the completion of the project

OWNERSHIP OF WORK PRODUCT

All final deliverables provided by Blackbird Revolt, LLC under this Agreement shall be for the use of the Client other than for the promotional use of Blackbird Revolt, LLC. All preparation materials, sketches, drafts, artwork, digital files, and other visual presentation materials remain the property of Blackbird Revolt, LLC.

FORMAT OF DELIVERABLES

Deliverables submitted to the Client in electronic format shall be formatted according to specifications provided by the Client. These deliverables should be in the following format(s):

- PDF, JPG, INDD, EPS, or otherwise noted by the client

CONFIDENTIALITY

Blackbird Revolt, LLC agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Blackbird Revolt, LLC's scope of work or subsequent promotional purposes. Blackbird Revolt, LLC's obligations under this paragraph shall survive the termination of this agreement.

TERMINATION OR ABANDONMENT

Upon receipt of a notice of termination, Blackbird Revolt, LLC shall perform no further work except as specified in the notice. Client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the percentage of project completed. Should Client cancel the project following its completion,



Client is responsible for full payment as per the above estimate plus all other expenses incurred.

ELECTRONIC COMMUNICATIONS

During the course of this agreement, communications may occur through the exchange of electronic versions of documents and emails using commercially available computer software and Internet access. Blackbird Revolt, LLC and the Client acknowledge that the Internet is occasionally victimized by the creation and dissemination of viruses, or similar destructive electronic programs. The Client agrees to exercise the necessary precautions to avoid spreading a computer virus. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Neither party can guarantee that its respective communications and documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

INTEGRATION AND MODIFICATION

This agreement represents the entire understanding of the Client and Blackbird Revolt, LLC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified, amended, or altered except in writing signed by the Client and Blackbird Revolt, LLC.

ADVICE OF COUNSEL

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this agreement, and that the decision of whether or not to seek the advice of counsel with respect to this agreement is a decision which is the sole responsibility of each of the parties hereto. This agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the agreement.

INDEPENDENT REVIEW

Each party hereto declares and represents that in entering this agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this agreement is being made without reliance upon any statement or representation not



contained herein of any other party, or any representative, agent, or attorney of any other party.

TIME

Any reference to days means calendar days unless otherwise specifically stated.

TAXES

The client shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

SIGNATURES

The individuals executing this agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties have executed this agreement on the following date: August 20, 2024.

Client

By: Simone Zurich
(Signature)

By: Simone Zurich
(Printed Name)

Title: Exec. Dir. Business Services

Blackbird Revolt, LLC

By: Janelle Moses
(Signature)

By: Janelle Moses
(Printed Name)

Title: Business Manager

Budget Code: 04E 005 520 322 305 000



Mark C. Perna
Speaker, Author, and CEO

Monday, July 22, 2024
PROPOSAL

Duluth Public Schools
709 Portia Johnson Dr.
Duluth, MN 55811
Attn: Danette Seboe

Dear Danette,

It is with great pleasure that I present you with this proposal with information and pricing regarding our ability to partner with Duluth Public Schools in the long-term delivery of high-quality products and services.

Description	Quantity	Unit Price	Total Amount Due
Education with Purpose® and Career Tree® Initial Development and License Fee	1	\$4,800.00	\$4,800.00
TOTAL DUE			\$4,800.00

Terms and Conditions: Upon receipt of the Initial Development Fee, TFS Results will grant Duluth Public Schools the right to use the phrases “Education with Purpose®” and “Career Tree®” along with all materials, strategies, best practices, images, classroom tools, curriculum guides, online resources, and additional materials available from TFS Results as they relate to the Career Tree® and Education with Purpose® until June 30, 2025. At that time, a new agreement and license is required.

This year’s one-time Initial Development Fee and all future years’ Annual Renewal Fees do not include the cost for any professional development, additional classroom tools, or professionally printed worksheets and marketing materials required, and therefore any needed additional products and services will be at an additional cost and must be designed, produced, and provided exclusively by TFS Results. No other company or entity has the right or permission to design, produce, or deliver implementation support, professional development, or materials covered by this Annual Limited Use License. Shipping for materials is additional and can be estimated upon request.

The Education with Purpose® and Career Tree® name, image, and strategies are trademarks and copyrights of Mark C. Perna and TFS Results. Any use of this intellectual property, in whole or in part, without permission is strictly prohibited by law. To maintain continued access to and use of these phrases and materials, the current Annual Renewal Fee must be paid at the start of each fiscal year. TFS Results reserves the right to adjust fees as needed.

TFS Results grants Duluth Public Schools permission to use images of the Career Tree® on its own social media pages and websites for the sole purpose of promoting Career Tree within their organizations. Any use by, duplication of, or sharing of these materials with other organizations outside of Duluth Public Schools, in whole or in part, without written permission from TFS Results, is strictly prohibited by law.

Due to the many Duluth Public Schools factors outside the control of TFS Results, there are no guarantees of performance made or implied regarding the use of Education with Purpose® and the Career Tree®.

Budget Code: 01E 005 610 830 406 000



Mark C. Perna
Speaker, Author, and CEO

Monday, July 22, 2024
PROPOSAL

Danette, we are looking forward to moving ahead and having the opportunity to thoroughly delight you, your entire organization, and your students. If we can be of any further assistance to you, please call Kristy Warrell or myself at 330.840.2680 at any time. We truly appreciate this opportunity to work closely with you!

Please scan and return the approved proposal to kristy.warrell@tfsresults.com.

Warmest Regards,

Mark

Mark C. Perna
Speaker, Author, and CEO

Approved:

X

Simone Zurich

Printed Name:

Simone Zurich

Organization:

Duluth Public Schools

Date:

8.16.24



This Online Educational Products and Services Order (this "Order"), dated as of 9/2/2024 (the "Order Effective Date"), is between Duluth Public School District, 215 N 1st Ave E, Duluth, MN 55802 ("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 <https://www.stridelearning.com/learning-solutions/products-and-services-agreement-terms.html> 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: *Simone Zunic*
 Name (Print): Simone Zunic

Date: 8.13.24
 Title: Exec. Dir. Business Services

Accepted by FuelEd:

Signature: _____
 Name (Print): _____

Date: _____
 Title: _____

1. **Period:** 9/2/2024 through 9/1/2025 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
500	Learning Hub Course Seat License	License for enrollment in one student in one course. This license is reusable. Includes content and hosting. Materials are ordered separately.	\$96.00	\$48,000.00

Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.

FuelEd reserves the right to replace or substitute any product offerings set forth in this Order for another similar product or service, subject to availability.

4. Description of Educational Products.

FuelEd Online Courses:

FuelEd course includes content as described in the course catalog. 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 Customers 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.

Learning Hub Course Seat License:

Customer will be invoiced in full for the unit price of the license upon Order. Customer may enroll another student in place of the withdrawn student for no additional fee. This license is transferable. If during the Period the customer enrolls students in Learning Hub Course Seat Licenses in addition to those ordered hereunder, Customer will be invoiced monthly for enrollments exceeding the quantity purchased in the table above. All payments are due within thirty (30) days of the Customer's receipt of the invoice. There is no refund or credit for withdrawals occurring after fourteen (14) days from enrollment. No other refunds, credits, or cancellations are allowed. In FuelEd's sole discretion, FuelEd reserves the right to audit enrollments and invoice at the unit price if Customer exceeds three students per license in the Learning Hub Content Course License.

ALC

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
 www.renaissance.com

Duluth School District 709 - 161520

Reference ID: 749093

709 Portia Johnson Dr

Duluth, MN 55811-2898

Contact: Jen Larva - (218) 336-8700

Email: jennifer.larva@isd709.org

Quote Summary


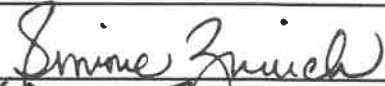
School Count: 1

Renaissance Products & Services Total	\$10,550.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$10,550.00

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Duluth School District 709 - 161520
	By: 
Name: Ted Wolf	Name: <i>Simone Zurch</i>
Title: VP - Corporate Controller	Title: <i>Exec. Dir. Business Services</i>
Date: 8/29/2024	Date: <i>8.29.24</i>
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Erin Folles at (707)690-4331, Thank You.

01 E 005 211 161 303 013

2911 Peach Street, Wisconsin Rapids WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote Details

Duluth School District 709 - 161520

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Professional Services					
SMW Virtual Refresher Workshop		1	\$500.00	\$0.00	\$500.00
Champions Remote Academy Package (24 Remote Hours)		1	\$10,050.00	\$0.00	\$10,050.00
Duluth School District 709 Total				\$0.00	\$10,550.00

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FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**DULUTH AREA FAMILY YMCA
and Duluth ISD 709
Service Agreement 2024-2025**

This agreement between the Duluth Area Family YMCA (YMCA) and Duluth ISD 709, effective September 1, 2024, is intended to provide services to AEO/ALC students. Under this agreement, the YMCA agrees to provide:

- Memberships for all currently enrolled AEO/ALC students for the school year, beginning September 1, 2024 and ending June 30 2025.
- Complimentary use of the full gym up to 40 hours of throughout the school year.
- Rental of gym space through school year if requested at cost of \$35.00 per hour per ½ gym space
- Additional exclusive rental space can be provided if needed at 50% off listed rental rates.
- Invitation for AEO/ALC families and staff to come for free to the Y, the 1st Saturday of each month, during the school year.
- All new student members would be required to participate in an orientation in our Wellness Center. One free personal training session is available to all students as well.
- Instruction for PE students on Wellness Center equipment/activities can be provided at a reduced rate of \$45.00 per hour with a certified personal trainer (If the Y has a Health and Wellness intern this service may be provided free of charge, if scheduling allows).
- At the end of the school year, for the summer months, there will be an option to continue memberships at a cost of \$856.00 per month.

For these services, ISD 709 agrees to pay \$1200.00 per month, beginning September 1, 2024, with the potential for a rate increase effective January 1, 2025 up to \$1236.00 per month.

The Y welcomes the opportunity to provide additional resources for ISD 709. Should additional programming be required, staffing fees will be at a rate of \$25.00 to \$45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date: 9/3/24

Signature ISD 709 Representative

Date: 9/3/24

Merchant Account Program



Hello,

Thank you for choosing Booster to serve your school. We are excited to get started! This Merchant Account Program Agreement, by and between Booster and [Homecroft Elementary School], effective as of [09/01/24] (this "Agreement") governs your use of the Service as further set forth and defined herein.

You have chosen to allow your supporters to pay via credit card payments and have those payments routed through the Booster merchant account (the "Service"). This Service, provided by Booster, is specifically reserved for school partners who, for various reasons, have current restrictions in place prohibiting credit card payments from being deposited directly into their bank account. Booster has agreed to receive the credit card payments on your behalf and settle amounts due at the end of the collections process. You remain solely and primarily liable for ensuring that you obtain all consents necessary to enable Booster to process such payments on your behalf and you shall defend, indemnify and hold harmless Booster from and against any claim resulting from your failure to obtain such consent necessary for Booster's payment processing.

All funds collected on your school's behalf are segregated from the main operating funds of Booster Enterprises, Inc. via a separate bank account held with a separate banking institution (currently, Bank of America) from Booster's main operating account (currently, First Horizon Bank) in accordance with applicable laws. You understand and agree that your use of the Service may be subject to certain terms and conditions of the separate banking institution or main operating account utilized by Booster. Booster's banking institution or main operating account may be changed at any time in Booster's sole discretion without notice to you. The sole purpose of this bank account is to house and disburse credit card donations collected on behalf of schools. All donations collected on behalf of the school are considered donations "for the use of" the school as defined in IRS Publication 526 and this form serves as the legal arrangement between Booster and the school.

At the conclusion of your program, the collections process will begin:

- You (School) will collect and retain all cash and check donations
- We (Booster) will collect and retain all credit card donations on your behalf.

You have 2 options to receive your portion of the Booster collected funds, which you shall provide in writing to Booster:

1. As each count is completed
2. At the end of the count process

Throughout the count process, your Client Care Consultant (C3) will ensure the amount due to both parties is accurate and kept in an organized manner given that the collected funds are held by two different parties.

When the home office sends a check to your school, we will subtract the amount we are owed from the check amount.

We use reasonable efforts to ensure that checks are sent out within 2 days of request from the C3 and may take up to 2 weeks to reach your school.

You acknowledge and agree that Booster may terminate the Service at any time upon written notice to you.

The Service is provided on a strictly "as-is" basis, with all faults and Booster hereby disclaims any and all warranties relating thereto, whether express or implied, including without limitation, those implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Except where prohibited by law, Booster's total, aggregate liability arising hereunder shall be limited to the fees actually collected by Booster in the three (3) months immediately preceding the event giving rise to such claim, and under no circumstances shall Booster be liable for any indirect, consequential, incidental or punitive damages.

Merchant Account Program



The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than you any right or remedy under or by reason of this Agreement. All notices or other communications required or permitted to be given under the Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. Amendments and modifications to this Agreement will be effective only if written and signed by duly authorized representatives of both parties. The parties may execute this Agreement in counterparts, and each part when executed and combined with the other that is executed shall form the entire agreement. This Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to any conflict of law principles. The parties hereto are independent contractors of one another and nothing herein shall be construed to create any agency, partnership, joint venture or employment relationship between the parties hereto.

If you have any concerns or questions during this process please don't hesitate to reach out. We are here to help!

As part of your acknowledgement of the information above, please sign and date below:

Thank you for partnering with Booster!

Homecroft Elementary School

School Name

Simone Zunich

Representative Name (printed)



Representative Name (signature)

09/05/2024

Date

Booster Enterprises, Inc.

Adam Ridenour

Representative Name (printed)



Representative Name (signature)

5/30/2024

Date