



July 27, 2023

John Magas, Superintendent  
Independent School District 709  
4316 Rice Lake Road Suite 108  
Duluth, MN 55811

Dear John:

This letter is the agreement (“Agreement”) between Rapp Strategies, Inc. (“Rapp Strategies”) and Independent School District 709 (“Client”) wherein Rapp Strategies will provide strategic counsel and communications services to the Client described substantially below. This Agreement shall be effective from July 27, 2023 until November 17, 2023.

1. The Client and Rapp Strategies are entering this Agreement to provide strategic counsel, and public information and engagement activities for a November 2023 referendum. The Scope of Services for the project includes:
  - a. Strategic counsel to assist development of the Client’s public information and engagement strategies;
  - b. A plan to inform residents about the district’s plan and the need for a referendum, including designing research, if requested;
  - c. Regular in-person or virtual meetings with the Client’s Superintendent, designated staff and school board members to manage communications activities;
  - d. Drafts of core messaging and naming/brand of the proposal;
  - e. Develop an editorial calendar for traditional and digital media;
  - f. Preparation for media interviews;
  - g. Design and population of a referendum microsite;
  - h. Design of a fact sheet and evolving FAQs for public communications;
  - i. Drafts of at least three (3) newspaper/newsletter columns and up to six (6) Letters to the Editor, or similar materials based on the editorial calendar;
  - j. Drafts of a 12-15 slide PowerPoint presentation for public meetings;
  - k. Create a guide for using social media;
  - l. Drafts of ongoing social media posts; and
  - m. Post-election information for the school community.

Todd Rapp, CEO of Rapp Strategies, shall be the strategic leader for this project. Jodi Boyne, Senior Director, will lead implementation of the communications plan with other Rapp Strategies staff members managing development of materials, as needed.

2. Rapp Strategies shall invoice client for professional fees and expenses in the amount of \$4,000 each for the months of August, September, October and November 2023. No additional amounts shall be invoiced unless Client requests additional services in writing, or requests access to vendors under Paragraph 8.

Rapp Strategies, Inc.

3. The Client shall submit payment to Rapp Strategies within thirty (30) days of the invoice date. Overdue invoices incur a service charge of 1.5% per month (18% annually). Client agrees to reimburse Rapp Strategies for all expenses, including reasonable attorney's fees, incurred in the collection of any overdue and unpaid balance. This section shall survive the termination or expiration of this Agreement.
6. Upon request of Client, Rapp Strategies will provide website design services using a Squarespace template to be published on the Client's account on an Internet Service Provider (ISP) hosting service. In accordance with the Squarespace Terms and Conditions, the Client will own the website and the content thereof. The Client will be solely responsible for maintaining the website and purchasing and renewing the URL(s) and hosting services through the appropriate third-party vendors. The Client will authorize Rapp Strategies to access the relevant website account(s), and authorizes the Client's hosting service to provide Rapp Strategies with access to the Client's account(s) so that design services may be performed and Client-approved content may be populated to the website.
7. Rapp Strategies is providing website design services "as is" and makes no warranties or representations, either express or implied, that the website will be uninterrupted, error-free, free from viruses or other harmful components. In no event will Rapp Strategies be liable for any damages arising out of the operation of or inability to operate the website, including, but not limited to, Client-approved content, service interruptions, security issues, or hacking. This section shall survive the termination or expiration of this Agreement.
8. The Client agrees to directly pay vendors for the production of the materials developed by Rapp Strategies to support the communications plan described in Paragraph 1. Rapp Strategies recommends that clients use local third-party vendors for production expenses as much as possible. If requested by the Client in writing, Rapp Strategies will contract directly with its vendor partners on the behalf of a Client. In doing so, Rapp Strategies provides the Client with access to Rapp Strategies' relationships with such vendors, allowing the Client access to potentially significant cost savings such as avoiding set-up expenses and other account fees. In such cases, Rapp Strategies will manage the vendor's services, handle billing arrangements and provide for timely payment to the vendor. In consideration for the Client's access to such cost savings and to offset the expense of managing vendor invoices and pre-payment, Rapp Strategies will add a mark-up of ten percent (10%) to the vendor's invoice when Rapp Strategies bills the Client for vendor's services. Rapp Strategies is not reselling the vendor's services and the vendor's invoice will include sales tax as appropriate.
9. In the event the Client discovers any potential errors in or has questions about an invoice, the Client agrees to submit, in writing prior to the due date provided on the invoice, (i) the dollar amount of the suspected error or transaction needing documentation, and (ii) a description of the suspected billing error and/or an explanation of why additional documentation is requested. The Client agrees that if it does not notify Rapp Strategies of any suspected error within thirty (30) days of the date of the invoice, then it foregoes any rights to dispute such error.



10. Rapp Strategies will maintain accurate records of all work performed for the Client and out-of-pocket expenses incurred on the Client's behalf and will make these records available for inspection for up to one (1) year following the date of any work performed. The Client agrees that it will not be entitled to access to confidential Rapp Strategies information, including salary or overhead information.
11. To the extent Rapp Strategies is asked by Client's legal counsel to perform public relations strategy and functions in support of legal actions involving the Client, Rapp Strategies will make all reasonable efforts to protect this work from disclosure to third parties using the attorney work product doctrine.
12. Rapp Strategies will make all reasonable efforts to preserve confidential information provided by the Client or developed by Rapp Strategies on behalf of the Client. "Confidential Information" means all non-public information, including, but not limited to, product information, customer information, financial information, business and marketing plans, production plans and methods, customer lists, business contacts, fee schedules, personnel information, on-site and off-site computer data, computer usernames and passwords, business systems and techniques, and any documents labeled or stamped "trade secrets," "proprietary," or "confidential." Rapp Strategies acknowledges and agrees that in connection with the provision of the services to the Client, Rapp Strategies shall not, during the term or thereafter, use, publish, otherwise disclose, or utilize in any way, any of the Client's Confidential Information, at any time during or after the term of this Agreement, and continuing for so long as the Client continues to reasonably maintain the non-public nature of such Confidential Information, except as necessary to provide the services hereunder. Upon termination of this Agreement and at the request of the Client, Rapp Strategies shall return to the Client any of the Client's Confidential Information in its possession.
13. Rapp Strategies will not and shall not be expected to undertake activities to verify the accuracy of any information supplied to it by the Client and is entitled to rely on such submission in the discharge of its services.
14. The Client agrees to indemnify, defend and hold harmless Rapp Strategies, together with its shareholders, officers, employees, agents, successors and assigns, from and against any loss, claim, suit, judgment, proceeding, investigation, liability, cost and expense (including the immediate assumption and payment of any Rapp Strategies legal expenses and attorney's fees and out-of-pocket costs and expenses), penalty, damage, settlement or obligation of any kind or nature that arises from or is incurred as a result of (i) any act or omission (or alleged act or omission) of the Client, its agents or affiliates, (ii) any information provided by the Client to Rapp Strategies or approved and/or adopted by the Client, or (iii) representations made by the Client to Rapp Strategies or to any third party. This indemnification shall include payment for time spent by Rapp Strategies personnel in connection with any such matter (including time spent in responding to subpoenas and preparing for and providing testimony in depositions and at trial) at the hourly rates specified for such personnel in this Agreement. This section shall survive the termination or expiration of this Agreement.
15. This Agreement may be terminated within 30 days following the receipt of written notice to the address of Rapp Strategies (in the case of termination by the Client) or the Client



(in the case of termination by Rapp Strategies) provided above. Any retainer, partial retainer or other amounts due to Rapp Strategies, irrespective of whether such amounts have been invoiced to the Client as of the date of any termination, shall remain due and payable upon the terms described herein.

16. This Agreement constitutes the whole agreement between the Client and Rapp Strategies with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them. No amendment of this Agreement will be effective unless mutually agreed to in writing by Client and Rapp Strategies.

17. If any court or competent authority finds that any provision (or part of any provision) of this Agreement is illegal, invalid or unenforceable, that provision or part provision, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Agreement will not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the Client and Rapp Strategies will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the original intention.

18. This Agreement is made and entered into in the State of Minnesota and the parties hereto agree the laws thereof shall govern it. Any action to enforce this Agreement shall take place in the courts of the state of Minnesota located in Hennepin County, Minnesota, or in the U.S. District Court located in Minneapolis, Minnesota.

Sincerely,

Rapp Strategies, Inc.

By: Todd Rapp, CEO  
Date: July 27, 2023

Accepted as of the 27 day of July, 2023 by the "Client", described above.

Signed: John Magas  
By: John Magas  
Its: Superintendent



**MINNESOTA STATE**

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
23	700000	9394	\$155.00		

**FACILITIES USE AGREEMENT**

**ON-CAMPUS ONLY**

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of LAKE SUPERIOR COLLEGE ("Minnesota State") and ISD 0709, 4316 RICE LAKE RD STE 108, DULUTH, MINNESOTA 55811 ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean:

**Lake Superior College, 2101 Trinity Road, Duluth, MN 55811  
Conference Room S207**

Parking will be available to Licensee at the following location: **Any unmarked space/row.**

2. **GRANT OF LICENSE.** Minnesota State grants to Licensee a license to use the Facilities solely for the following purpose(s):

**Meeting**

The estimated number of people expected to participate or attend is: **11.**

Licensee acknowledges and agrees that Minnesota State, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all Minnesota State policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

The parties agree that this agreement does not create a landlord-tenant relationship between them. Minnesota State is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the period of use are not exclusive to Licensee, and Minnesota State shall have

the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Minnesota State.

3. **TERM AND TIME OF USE.** Licensee may use the Facilities during the following dates and times:

**Tuesday, June 27, 2023, from 8:15am-4:15pm**

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to Minnesota State a fee of **One Hundred Fifty-Five and 00/100 Dollars (\$155.00)**, which amount shall be payable in advance when Licensee signs this Agreement and delivers it to Minnesota State. Except as set forth in paragraph 17, if the Minnesota State cancels this Agreement prior to Licensee's use of the Facilities, Minnesota State will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

All notices, requests, and other communications between Licensee and Minnesota State that are required or that Licensee and Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

**COLLEGE/UNIVERSITY:** Lake Superior College

**Contact Name and Title:** Alan Finlayson Vice President of Administration

**Address:** 2101 Trinity Road, Duluth, MN 55811

**LICENSEE:** ISD 0709

**Contact Name and Title:** John Magas Superintendent

**Address:** 4316 RICE LAKE RD STE 108, DULUTH Minnesota 55811

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, Minnesota State will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. Minnesota State will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed \$500.00, Minnesota State shall be entitled to obtain payment of such amount from Licensee in advance. This provision will survive the termination of this Facilities Use Agreement.

7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by Minnesota State during its occupancy of the Facilities.

8. **LICENSEE'S INSURANCE.** Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and

Universities and **Lake Superior College, 2101 Trinity Road, Duluth, MN 55811** as additional insured, and has provided a certificate of insurance to Minnesota State and said insurance has been approved by Minnesota State/State of Minnesota. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to Minnesota State.**

## **GENERAL INSURANCE REQUIREMENTS**

### **POLICY REQUIREMENTS**

#### **1. Workers' Compensation Insurance**

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
  - \$100,000 Bodily Injury by Disease per Employee
  - \$500,000 Bodily Injury by Disease Aggregate
  - \$100,000 Bodily Injury by Accident

#### **2. General Liability Insurance**

- A. Minimum Limits of Liability:
  - \$2,000,000 – Per Occurrence
  - \$2,000,000 – Annual Aggregate
  - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
  - Premises and Operations Bodily Injury and Property Damage
  - Personal & Advertising Injury
  - Blanket Contractual
  - Products and Completed Operations
  - Other; if applicable, please list \_\_\_\_\_
  - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

#### **Additional Insurance Conditions**

- Licensee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee's performance under this Agreement.
- Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensee is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensee is self-insured, a Certification of Self-Insurance must be attached.
- Licensee's policy(ies) shall include legal defense fees in addition to the liability policy limits.



- Licensee shall obtain insurance policy(ies) from insurance company(ies) having an “AM Best” rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee’s policy limits to satisfy the full policy limits required by the Agreement.

9. **LIABILITY AND HOLD HARMLESS.** Licensee shall indemnify and hold Minnesota State harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Minnesota State's negligence as determined by a court of law. This provision will survive the termination of this Agreement.
10. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. 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.
12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Minnesota State, and either the Minnesota Legislative Auditor or Minnesota State Auditor for a period of six (6) years following the termination of this Agreement.
13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Minnesota State. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
15. **NON-WAIVER.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
16. **SECURITY.** Licensee hereby assumes all responsibility for security throughout its use of the Facilities.



17. **DEFAULT.** In the event of any default by Licensee under the terms of this Agreement, Minnesota State may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the Minnesota State may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.

18. **GOVERNING LAW and VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **ENTIRE AGREEMENT.** This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

20. **OTHER PROVISIONS** None.

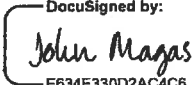
*SIGNATURE BLOCK IS ON NEXT PAGE*

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

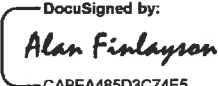
**APPROVED:**

**1. LICENSEE: ISD 0709**

Licensee certifies that the appropriate person(s) have executed the Agreement on behalf of Licensee as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)	
DocuSigned by:  F634E330D2AC4C6...	
John Magas	
Title	superintendent
Date	6/20/2023   9:09:20 PM CDT

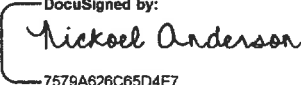
**2. MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE**

By (authorized signature)	
DocuSigned by:  CABEA485D3C74E5...	
Alan Finlayson	
Title	vice President of Administration
Date	6/21/2023   7:51:15 AM CDT

**3. VERIFIED AS TO ENCUMBRANCE (if applicable)**

By (authorized signature)	
Title	
Date	

**4. AS TO FORM AND EXECUTION**

By (authorized signature)	
DocuSigned by:  7579A626C65D4E7...	
Nickoel Anderson	
Title	Director of Business Services
Date	6/26/2023   11:31:45 AM CDT

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of June, 2023, 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 21, 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.**

National Audio Visual will provide all audio and visual support for Professional Development Day at Denfeld High School on August 29, 2023 for the all staff presentations and on December 4, 2023 for Staff Development Day. 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 the sessions.

Timeline: Prior to August 29, 2023, National Audio Visual will visit the Denfeld Auditorium to view necessary equipment and needs for the day.

Prior to August 28, 2023, Duluth Public Schools will share any videos, etc with National Audio for preview.

Prior August 29, 2023 National Audio and Staff Development team will meet to review the information and presenters for the day. National Audio will meet

August 29, 2023, National Audio will provide all audio and visual support needed for the Professional Development Day.

December 4, 2023 - Services for this day will be dependent on the venue and agenda.

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 \$6000 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: 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**

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

  
 Contractor Signature

83-1840845  
 State Tax ID Number

5/31/2023

Program Director

**Please note:** All signatures *must* be obtained AND the *AGREEMENT* must be signed 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 IS and/or LEIS number)
2. will be paid using Student Activity Funds
3. is no cost contract (e.g. Memorandum of Understanding, etc.)

**Please check the appropriate line below:**

Check if the contract will be paid using State funds and if so, enter the LEIS number on the top line below center in blank spots following the example:

01	E				316		
XX	X						

Check if the contract will be paid using Student Activity Funds

Check if the contract is a no cost contract (e.g. Memorandum of Understanding, etc.)

CFO / Superintendent of Schools: \_\_\_\_\_



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

\_\_\_\_\_  
Contractor Signature SSN/Tax ID Number Date

\_\_\_\_\_  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

Anthony Br L  
CFO / Superintendent of Schools / Board Chair

7/10/23  
Date

**Ordean East Middle School**

Quote Expires: July 30, 2023

1,100 students

<b>Hall Pass Standard Plan</b>	
<b>2023-2024 School Year</b> \$3.59/student	<b>\$3,949.00</b>
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**Simone Zurich, Exec. Dir. Of**  
**Finance and Business Services**  
*7.27.23*

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