

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 13, 2022

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

4:30 PM

<b>1. <u>Guest Presentations for this Meeting</u> - Safe Routes to School - City of Duluth Grant Application - Attachment Pending</b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
1) HR Monthly Department Summary Report	3
2) Recommendation to Recognize Two New District Holidays - MLK Day and Juneteenth - PLACEHOLDER	5
<b>B. Business Services</b>	
1) Finance Department Report - Verbal	
2) Enrollment Report	6
3) Child Nutrition Department Report	8
4) Facilities Department Report	9
5) Technology Department Report	10
6) Transportation Department Report	11
<b>3. <u>Recommended Resolutions</u></b>	
A. B-12-22-3925 - Certified Tax Levy 2022 Payable 2023 - <i>example attached (final pending)</i>	12
B. B-12-22-3926 - Resolution Reestablishing Precincts and Polling Places for the Duluth Public School District in 2023	45
C. B-12-22-3927 - Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the Intersection of E. Superior St. and Congdon Park Dr. in the City of Duluth	47
D. B-12-22-3928 - Authorized Bank Account Signer	48
E. B-12-22-3929 - Acceptance of Donations to Duluth Public Schools	50
F. B-12-22-3930 - Acceptance of Grant Awards to Duluth Public Schools	52
<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	53
1) Job Description for MARSS Coordinator/EDFI Analyst	54
B. Finances	
1) Financial Report	58
2) Fiscal Year 22 Audit (in substantial form) Attachment Pending	
3) Fundraisers	59
C. Bids, RFPs, and Quotes	

1) Bid #1307 Data Center Colocations Services - PLACEHOLDER	60
D. Contracts, Change Orders and Leases	
1) Change Order - St. Germain's CO#2-2022 Congdon Window Project	62
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. District Properties Update	66
B. Expenditure Contracts	71
C. No Cost Contracts	226
D. Revenue Contracts	234
E. Grant Applications	252
F. Change Orders Signed - None	

**Human Resources Report Summary  
December 2022 Activities**

**Staffing Updates:**

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

	<b>Certified</b>	<b>Non-Certified</b>
<b># New Hires</b>	9	11
<b># Retirements</b>	1	1
<b># Resignations</b>	0	4
<b># Leave of Absences</b>	0	5

**HR Department Updates:**

The HR Department is currently posting to fill the Human Resources Manager position, a Human Resources Assistant-Front Desk position and the Human Resources Assistant-Benefits position. Kinsey Klasnich, our previous Human Resources Assistant-Benefits, has agreed to assume the responsibilities of the Benefits Coordinator on a temporary basis while we assess the departmental needs.

Staff will be working in late December on process mapping related to leaves of absences, payroll processing, and Skyward reporting in order to find additional system improvements and efficiencies.

EEO-5 reporting was finalized and certified on November 22, 2022, with significant efforts from Miranda Fox, our HRIS Specialist and Nate Kinsey, Database Specialist.

**Benefits Updates:**

Another retirement information session was held on November 28, with 22 employees attending across several bargaining units. There is a session scheduled for December 16, 2022 and two sessions planned for January. Open enrollment processing has been completed for all employees and retirees for Dental, Vision, Flex Spending and LTD.

Currently, staff are working to complete over 35 retirement benefit estimates that have been requested. Those estimates will be sent to employees by January 1, 2023.

## Hiring Updates:

### Current Openings as of December 8, 2022

#### Licensed:

Teachers, Adult Basic Education (1)  
Teachers, District Wide (4)  
Teachers, Elementary (1)  
Teachers, High School (2)  
Teachers, Middle School (2)  
Teachers, Special Education (3)

#### Non-Licensed:

Activities/Athletics (1)  
Administrative/Management (2)  
Child Nutrition (15)  
Human Resources (3)  
Maintenance/Transportation (7)  
*School Custodian*  
*Auto Mechanic (2)*  
*Second Shift Engineer (1)*  
*School Bus Driver (3)*  
Playground/Cafeteria Monitor (9)

#### Paraprofessionals (24)

*American Indian Home School Liaison (1)*  
*Instructional Paraprofessional (1)*  
*Licensed Sign Language Interpreter (2)*  
*Mental Health Practitioner (2)*  
*Paraprofessional, ECFE (1)*  
*Special Education Building Wide Paraprofessional (2)*  
*Special Education Program Paraprofessional (5)*  
*Special Education Student Specific Setting III Paraprofessional (6)*  
*Supervisory Paraprofessional (4)*

#### Contract Negotiations:

An alternate proposal was presented to the Fireman and Oilers bargaining unit based on extensive conversations with the union leadership. The bargaining unit has scheduled a vote on December 17, 2022.

**MEMORANDUM**

**TO:** Duluth School Board

**FROM:** Theresa Severance, Executive Director, Human Resources and Operations

**DATE:** December 8, 2022

**RE:** Martin Luther King Jr day and Juneteenth Holidays

Equity for students, families and staff is a key priority for Duluth Public Schools. As part of our efforts to ensure that our practices align with our beliefs, we are modifying our calendar to recognize Martin Luther King Jr day and Juneteenth as employee holidays.

Martin Luther King Jr. Day is a federal holiday in the United States marking the birthday of Martin Luther King Jr. It is observed on the third Monday of January each year.

Juneteenth is a federal holiday in the United States commemorating the emancipation of enslaved African Americans. It is celebrated on June 19 of each year.

We will work with respective bargaining units to approve a memorandum of understanding with the intent to start the recognition of these days as employee holidays in 2023.

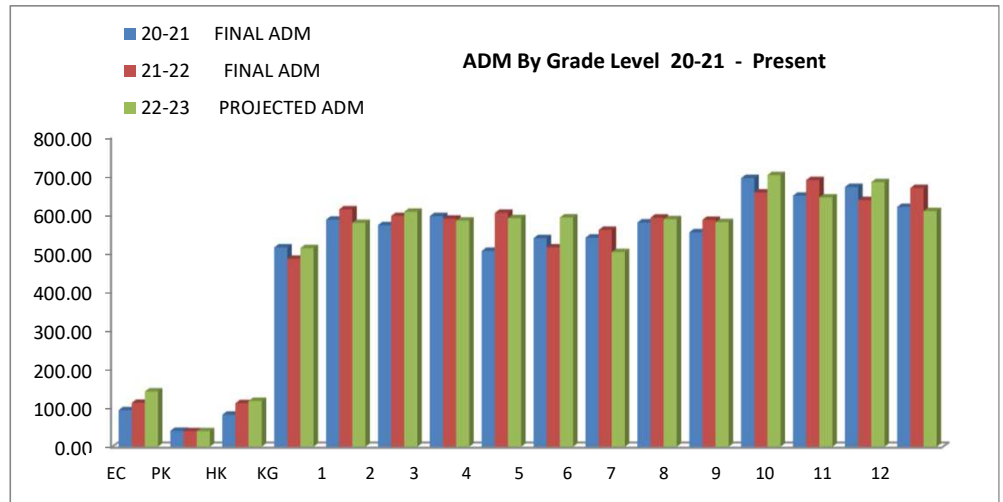
We will continue to examine our practices of holiday recognition through our District calendar committee.

**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
DECEMBER 2022**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	485	386	300	144.09	102.00	3.37	0.37
PK	63	53	59	40.61	42.65	1.55	0.77
HK	131	116	113	119.43	90.00	1.09	1.03
KG	549	502	520	515.12	522.00	1.08	1.01
1	706	625	584	579.94	605.00	1.22	0.92
2	725	648	613	608.74	602.00	1.20	0.94
3	681	628	590	585.90	586.00	1.17	0.93
4	703	646	605	592.15	585.00	1.19	0.92
5	675	637	607	594.10	604.00	1.13	0.93
6	628	563	515.75	504.79	509.00	1.24	0.90
7	733	640	603.15	589.62	559.00	1.24	0.92
8	742	646	595.3	581.95	585.00	1.27	0.90
9	1080	788	737.05	703.15	648.00	1.52	0.90
10	1256	765	676.63	645.51	650.00	1.92	0.85
11	1407	835	718.15	685.12	680.00	2.03	0.83
12	1482	906	639.85	610.42	625.00	2.40	0.68
PS	245	166					
<b>Total:</b>	<b>12046</b>	<b>9384</b>	<b>8476.88</b>	<b>8100.62</b>	<b>7994.65</b>	<b>1.48</b>	<b>0.87</b>

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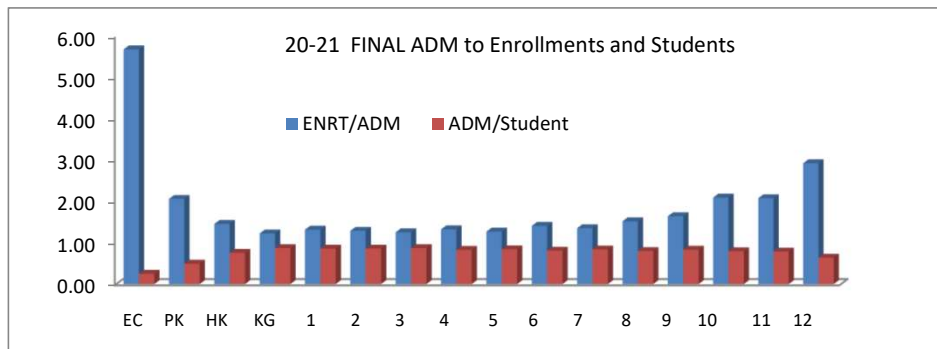
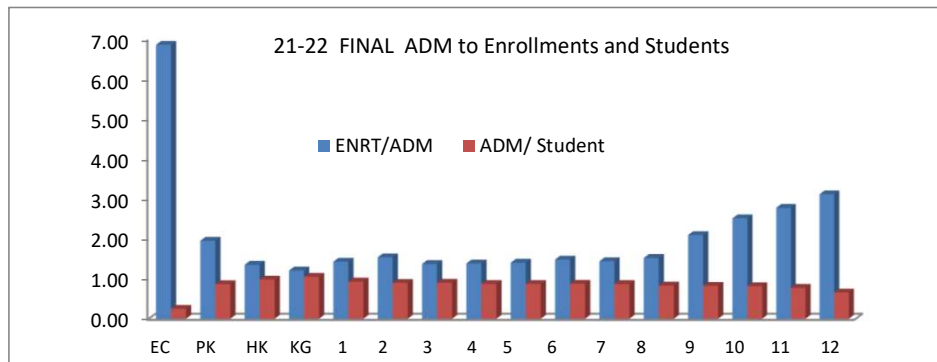
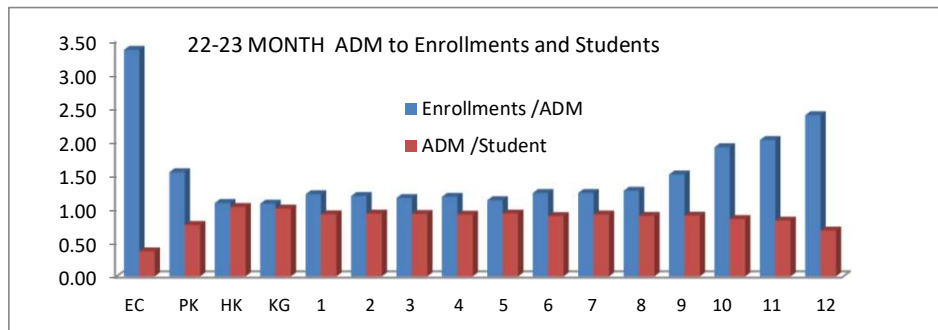
GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 OCT 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 OCT 1 Count	22-23 PROJECTED
EC	186	95.45	156	114.57	-41.43	205	144.09
PK	68	41.58	70	40.57	-29.43	51	40.61
HK	77	83.52	101	113.54	12.54	114	119.43
KG	520	516.69	502	487.64	-14.36	524	515.12
1	596	588.40	616	614.82	-1.18	589	579.94
2	582	574.16	593	597.78	4.78	610	608.74
3	617	597.62	603	590.84	-12.16	593	585.90
4	523	507.84	621	605.84	-15.16	598	592.15
5	558	540.73	527	516.78	-10.22	600	594.10
6	576	542.05	577	561.90	-15.10	517	504.79
7	586	581.07	604	593.59	-10.41	599	589.62
8	576	555.74	601	587.95	-13.05	599	581.95
9	723	695.44	687	658.15	-28.85	733	703.15
10	680	650.09	717	690.45	-26.55	700	645.51
11	734	672.61	680	638.94	-41.06	753	685.12
12	756	621.11	832	669.75	-162.25	789	610.42
<b>Total:</b>	<b>8358</b>	<b>7864.10</b>	<b>8487</b>	<b>8083.11</b>	<b>-403.89</b>	<b>8574</b>	<b>8100.62</b>



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)  
DECEMBER 2022**

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10	1256	765	676.63	645.51	650.00	1.92	0.85
11	1407	835	718.15	685.12	680.00	2.03	0.83
12	1482	906	639.85	610.42	625.00	2.40	0.68
PS	245	166					
<b>Total:</b>	12046	9384	8476.88	8100.62	7994.65	1.48	0.87

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# Child Nutrition Report

## November 2022

Week of:	Breakfast 11/1/2022	Lunch 11/1/2022	Breakfast 11/7/2022	Lunch 11/7/2022	Breakfast 11/14/2022	Lunch 11/14/2022	Breakfast 11/21/2022	Lunch 11/21/2022	Breakfast 11/28/2022	Lunch 28-Nov	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	177	1168	204	1059	243	1445	132	697	151	791	907	5160	48	272
<b>Denfeld</b>	803	2026	792	1997	1016	2345	592	1454	557	1463	3760	9285	198	489
<b>Harbor City</b>											0	1273	0	67
<b>East High</b>	900	1809	988	1758	1183	2176	683	1172	741	1254	4495	8169	237	430
<b>Homecroft</b>	533	1094	596	1024	660	1251	394	781	399	760	2582	4910	136	258
<b>Lakewood</b>	249	579	269	542	342	682	145	386	164	410	1169	2599	62	137
<b>Lester Park</b>	734	1463	705	1334	800	1661	485	979	506	1072	3230	6509	170	343
<b>Lincoln park</b>	494	1319	591	1326	698	1644	419	910	442	1016	2644	6215	139	327
<b>Lowell</b>	1024	1641	1079	1606	1381	2015	741	1045	1060	1181	5285	7488	278	394
<b>Laura Macart</b>	786	891	778	891	884	1019	579	692	585	674	3612	4167	190	219
<b>Myers-Wilkin</b>	836	1097	848	1083	944	1238	518	708	614	794	3760	4920	198	259
<b>Ordean/East</b>	575	2342	618	2358	729	2934	475	1625	454	1676	2851	10935	150	576
<b>Piedmont</b>	1138	1336	1171	1334	1440	1612	803	931	796	971	5348	6184	281	325
<b>Rockridge</b>	65	92	68	86	93	117	56	73	57	71	339	439	18	23
<b>Stowe</b>	669	652	668	622	817	819	492	502	480	487	3126	3082	165	162
<b>ALC</b>	34	94	45	94	35	88	35	81	36	84	185	441	12	28
	4 days	4 days	4 days	4 days	5 days	5 days	3 days	3 days	3 days	3 days				
	ALC 3	ALC 3	ALC 3	ALC 3	ALC 4	alc 4			ALC 3					
	9017	17603	9420	17114	11265	21046	6549	12036	7042	12704	43293	81776	2280	4308
<b>Denfeld Supp</b>	Mon-thurs											0	TOTAL	
Daily average														

### Supply Chain Issues

Supply chain issues are still affecting our meal services off and on. This leads to substitutions on the menus. Manufacturing companies are still short staffed, as well as transportation teams.

### Health Department

The Minnesota Health Department has completed round one of their 2 per year inspections in all of our kitchens. No issues were brought forth. Good reviews at all of the schools reinforces that our program, employees, and managers are putting food safety as a top priority.

### New Employee

Stacy Bergstedt started as the Food Service Field Supervisor. She replaces Betsy Sislo.



# Facilities Management & Capital Project Status Report

## November 2022

### Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 229 work orders and are currently working on 310 open work orders.

### Capital Construction

- Denfeld tower work is almost complete. The spire and finial are all that is left to fabricate and install..
- The Congdon Park window replacement project is done and a punch list was just created.
- New Denfeld SPED bathroom construction is nearing completion.
- FY24 Congdon playground construction is being designed to bid early 2023.
- Ongoing Discussion with Legal Representation
  - PSS Track Lane 1 Ponding Remediation is ongoing.
- Construction Tasks “On The Hill”
  - Final tasks are ongoing in the existing Facilities building which is close to complete.
  - Interior work is starting/ongoing at the DSC and Transportation Building.
  - CHS is being taken down at this time..

### Building Operations

- With many vacancies, our Operations staff have been performing an excellent job of cleaning, and the buildings are looking as good as could be expected.
- There are 23 vacancies in the Facilities Operations that we are working hard as well as need to fill.

### Health, Safety & Environmental Management

- 3rd Safety committee held for the 22-23 school year
- Security surveys of the schools completed. Action items to be reviewed by the safety committee
- Gym repairs scheduled to be completed in December - Lowell, LPMS, OEMS, and EHS

### Workers’ Compensation Activities

#### November 2022

- First report of incidents:----- 24
- OSHA recordable incidents:----- 0
- Days away from work:----- 0
- Days of restricted work:----- 0

#### 2022 YTD Incidents (January 1, 2022 - December 31, 2022)













- First report of incidents:----- 158
- OSHA recordable incidents:----- 20
- Days away from work:----- 123
- Days of restricted work:----- 338

# Technology Department - November Report (11/1 - 10/30)

- **Cybersecurity**

- Google Security




- Gmail

- 1.3M Emails Messages Accepted/Delivered 
  - 131K were rejected 
  - 1.5M were identified as Spam 
  - 6.1K were identified as Phishing 
  - 45 were identified having a suspicious attachments 
  - 7.4K were identified as Spoofing 
  - 0 emails were identified as Malware
- Account Information
  - 10,876 Active Accounts 
  - 23.9TB of storage 
  - 598.1K Files shared externally 
  - 513 Suspicious login attempts 
  - 1.5K Failed user login attempts 
  - 26 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- Bid-1307 Data Center Colocation Services was opened at 2:00 pm on Tuesday, November 29, 2022
  - One bid received - Involta (Current Provider)
    - The five (5) year maximum bid value cannot exceed \$534,480. We anticipate our five (5) year to be less than half at ~\$199,260
- Near future
  - E-Rate Bid-1308 Network Infrastructure (network switches) should be posted on the FCC USAC E-Rate website
  - E-Rate Bid-13## Wireless Network Controller will be posted on the FCC USAC E-Rate website before January 1, 2023

- **Technology Help Desk Tickets**

- 409 New Technology Support Tickets Created  (25%)
- 407 Tickets were resolved  (48%)
- 206 Tickets remain unresolved  (52%)

- **Projects**

- Cybersecurity - Continue working on security vulnerabilities that have been identified by Arctic Wolf.
- This year we are using Infoseq IQ to run phishing campaigns and provide as needed phishing training for our staff. This service is required to comply with our Beazley Cybersecurity Insurance Policy requirements.
- work with Benson Electric to install/move wireless access points following our Blended Learning Wireless Assessment report
- We have received some of the new AV equipment for the DSC School Board Meeting Space.

## **Transportation Report November 2022 Activities**

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

We continue to await the arrival of our two new buses which are expected to be delivered in March.

We are transitioning to using Transversa for routing. Implementation is expected in December. Transportation currently uses Versatrans for routing. Our department continues to navigate daily changes in routing per school requests.

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

The department continues to work on fine tuning routes.

- 65 trips in November, 2022
- 63 scheduled so far for December, 2022

### Staffing (comments and concerns)

- Hired 1 driver who is trying to get back to food service
- Jeremy Kasapidis (Mechanic) was promoted to Assistant Manager leaving us without a mechanic
- I (Steven Johnson) have tendered my resignation

Covid continues to be a concern for our staff due to quarantine time.

### Bus Maintenance

- Maintenance on (non-transportation) vehicles x6.
- A&B scheduled maintenance inspection (checklist of items checked on each bus)
- Jump starts x approx. 0.
- Manual regenerations (multiple) (Emissions system) weekly shop item
- Electrical maintenance to correct wiring issues (ongoing)
- Bus services (Tires, body work, replacement windows) (Multiple)
- Gen maintenance

The average fleet age is 7.5 years. Current average mileage is 75,830 (goal is 50,000 – 60,000).

ELDT is still and will likely continue to be troublesome for some time. ELDT stands for Entry Level Drivers Training. It is a new requirement by the FMCSA (Federal Motor Carriers Safety Administration) that started on February 2nd of this year. Basically, the new requirement makes us train drivers to a different standard than we have for many years and adds in training that is not specific to bus drivers, or training that has not been required in the past.

Steve Johnson is training Jeremy Kasapidis in some of his responsibilities and is also training Deb P. to train new drivers. Once Steve Johnson leaves his position, Deb P. will be the only one who can legally train new drivers in.

**RESOLUTION**  
Certified Tax Levy 2022 Payable 2023

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2022 Payable 2023 at **\$XX,XXX,XXX.XX.**

**DULUTH PUBLIC SCHOOLS**  
**Independent School District 709**

**2022 PAYABLE 2023**  
**PROPERTY TAX HEARING**

**For the school budget year**  
**July 1, 2022 – June 30, 2023**

*Prepared by:*

*John Magas, Superintendent*

*Simone Zunich, Executive Director of Finance & Business Services*

*Michael Hoheisel, Managing Director, R.W. Baird & Co.*

# REQUIREMENTS OF THE TRUTH IN TAXATION HEARING

- The 2022 Pay 2023 Proposed Property Tax Levy
  - Proposed Changes
  - Specific Purposes for Changes
- Current Year Budget
  - Distribution of Revenues by Revenue Source
  - Spending by Program Area
- Public Comments and Questions

Minnesota Statute 275.065

# School District Levy and School District Funds

## School District Levy

- Taxes levied in the fall of 2022 are payable and collected in 2023
- District Revenue for 2023-2024 school year
- Fiscal year 2024

## School District Funds

### General Fund Levy

- A. Based on student enrollment

### Community Education Fund Levy

- A. Based on the population of the District
  1. Includes basic community education revenue, youth services and after school revenue
  2. Early childhood family education levy is based on number of children under 5 years of age in district

# School District Levy and School District Funds

## School District Funds (continued)

### Debt Service Fund Levy

- A. Based on annual debt retirement schedules
  - 1. Annual levy is what is needed to pay principal and interest payments of bonded debt plus 5%
  - 2. A calculation is done annually by the Minnesota Department of Education to determine level of fund balance
    - a. If over cap of 5% a levy reduction will be made to bring debt fund balance to the 5% over levy requirement
  - 3. Debt Service Fund may be composed of voter-approved bonds, as well as non-voter approved bonds such as abatement bonds, alternative facilities bonds, capital equipment notes, capital facilities bonds and long-term facilities maintenance bonds



# How will your payable 2023 School Taxes be spent?

<b>General Fund</b>	<b>Percent</b>
Provides funding for district regular and special education instructional programs including but not limited to support services, transportation, instructional, athletic, and operational equipment, technology, building maintenance, etc.	<b>38.50%</b>
<b>Community Education Fund</b>	
Funding for Community Education programs Early Childhood Family Education and School Readiness	<b>2.40%</b>
<b>Debt Service Fund</b>	
Levy for repayment of principal and interest on District debt	<b>59.10%</b>
<b>Total Levy before credits and exclusions:</b>	<b>100.00%</b>

The School District Levy is changing by

**\$873,087.04**

**Or**

**2.03%**

*Source: MDE Levy Limitation and Certification Report for taxes payable 2023 (page 30 of 39)*

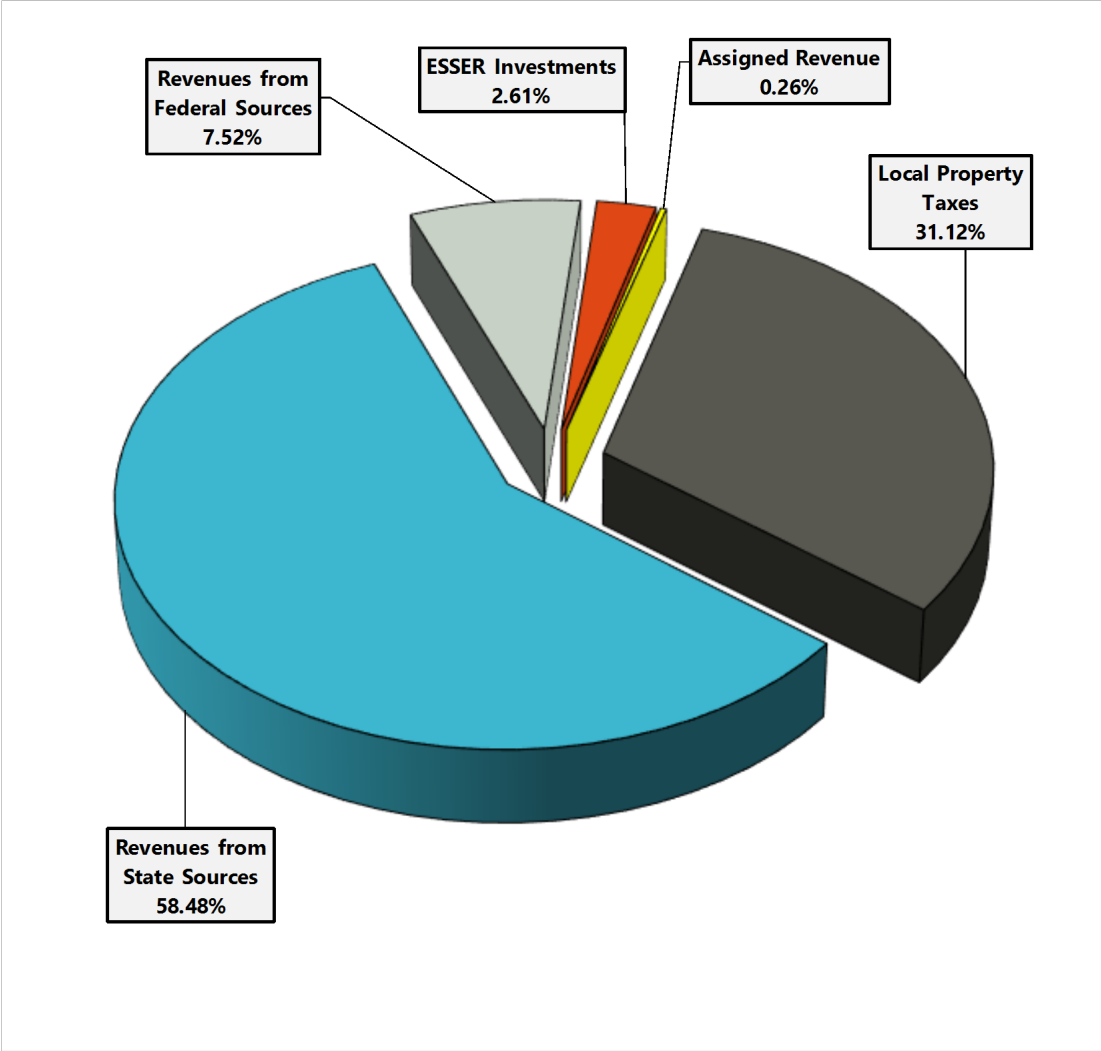
# **SCHOOL DISTRICT BUDGET**

**CURRENT SCHOOL YEAR  
2022-2023**

**DULUTH PUBLIC SCHOOLS**  
**FISCAL YEAR 2022-2023**  
**COMPOSITE BUDGET**

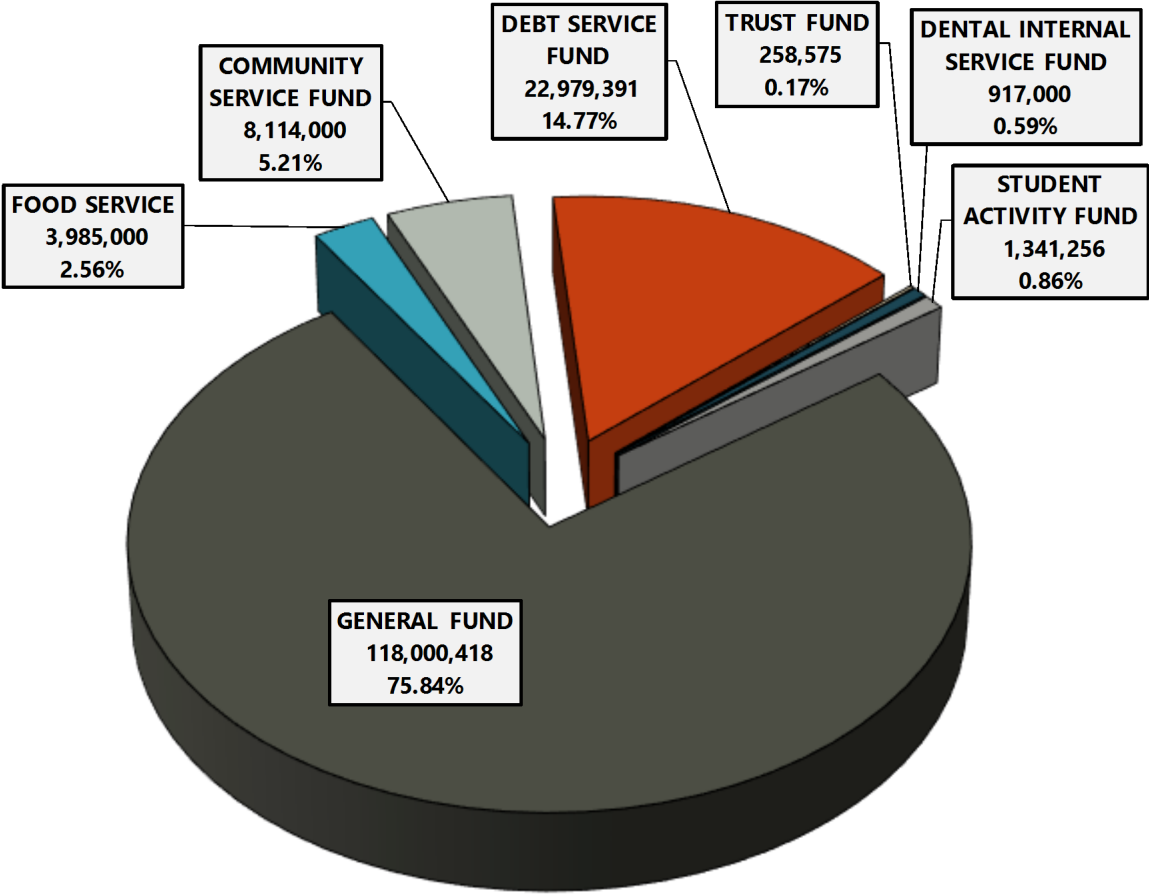
<b>REVENUES</b>								
	GENERAL FUND	FOOD SERVICE	COMMUNITY SERVICE FUND	DEBT SERVICE FUND	TRUST FUND	DENTAL INTERNAL SERVICE FUND	STUDENT ACTIVITY FUND	TOTAL
Local Property Taxes	23,254,915	1,210,000	2,325,000	20,852,327	258,575	917,000	1,341,256	47,642,242
Revenues from State Sources	84,606,949	195,000	2,594,000	2,127,064				89,523,012
Revenues from Federal Sources	5,738,555	2,580,000	3,195,000					11,513,555
ESSER Investments	4,000,000							4,000,000
Assigned Revenue	400,000							400,000
<b>Totals</b>	<b>118,000,418</b>	<b>3,985,000</b>	<b>8,114,000</b>	<b>22,979,391</b>	<b>258,575</b>	<b>917,000</b>	<b>1,341,256</b>	<b>153,078,809</b>
<b>EXPENSES</b>								
	GENERAL FUND	FOOD SERVICE	COMMUNITY SERVICE FUND	DEBT SERVICE FUND	TRUST FUND	DENTAL INTERNAL SERVICE FUND	STUDENT ACTIVITY FUND	TOTAL
Wages and Salaries	66,848,315	1,334,143	4,337,330					72,519,787
Employee Benefits	30,367,314	764,766	2,085,651		250,000	865,000		33,217,731
Purchased Services	10,954,945	113,450	1,375,000			59,000	810,961	12,443,395
Supplies	4,903,406	2,176,388	595,000				504,555	7,674,794
Capital Expenditures	4,845,698	25,000	85,000					4,955,698
Debt				24,691,485				24,691,485
Other	83,300	13,600	180,000				25,740	276,900
<b>Totals</b>	<b>118,002,978</b>	<b>4,427,347</b>	<b>8,657,981</b>	<b>24,691,485</b>	<b>250,000</b>	<b>924,000</b>	<b>1,341,256</b>	<b>155,779,789</b>
<b>BUDGET BALANCE</b>	<b>(2,560)</b>	<b>(442,347)</b>	<b>(543,981)</b>	<b>(1,712,094)</b>	<b>8,575</b>	<b>(7,000)</b>	<b>-</b>	<b>(2,700,981)</b>

# DULUTH PUBLIC SCHOOLS FISCAL YEAR 2022-2023 REVENUE BY SOURCE



DEI

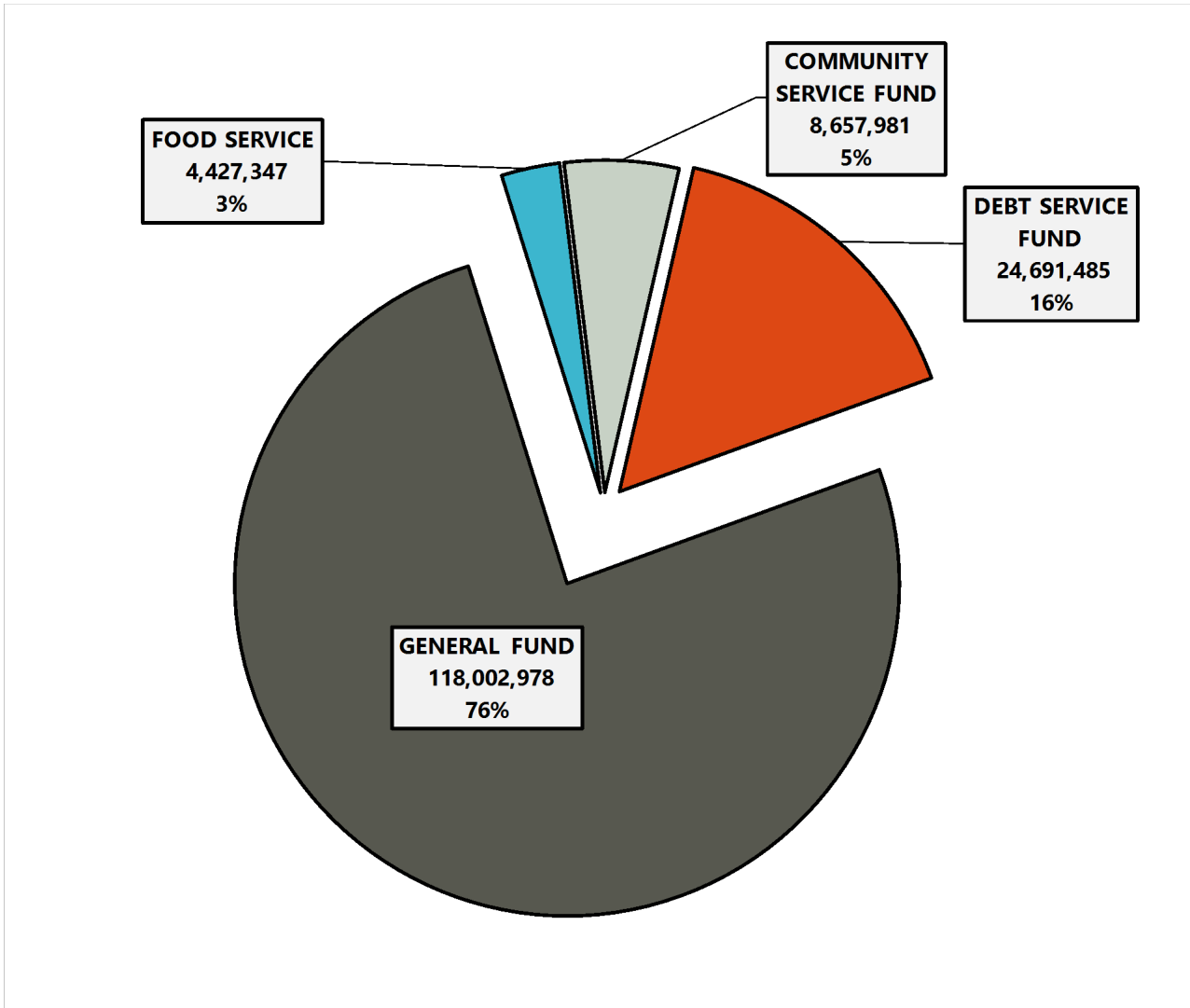
# DULUTH PUBLIC SCHOOLS FISCAL YEAR 2022-2023 REVENUE BY FUND



# DULUTH PUBLIC SCHOOLS

## FISCAL YEAR 2022-2023

### EXPENDITURE BY FUND

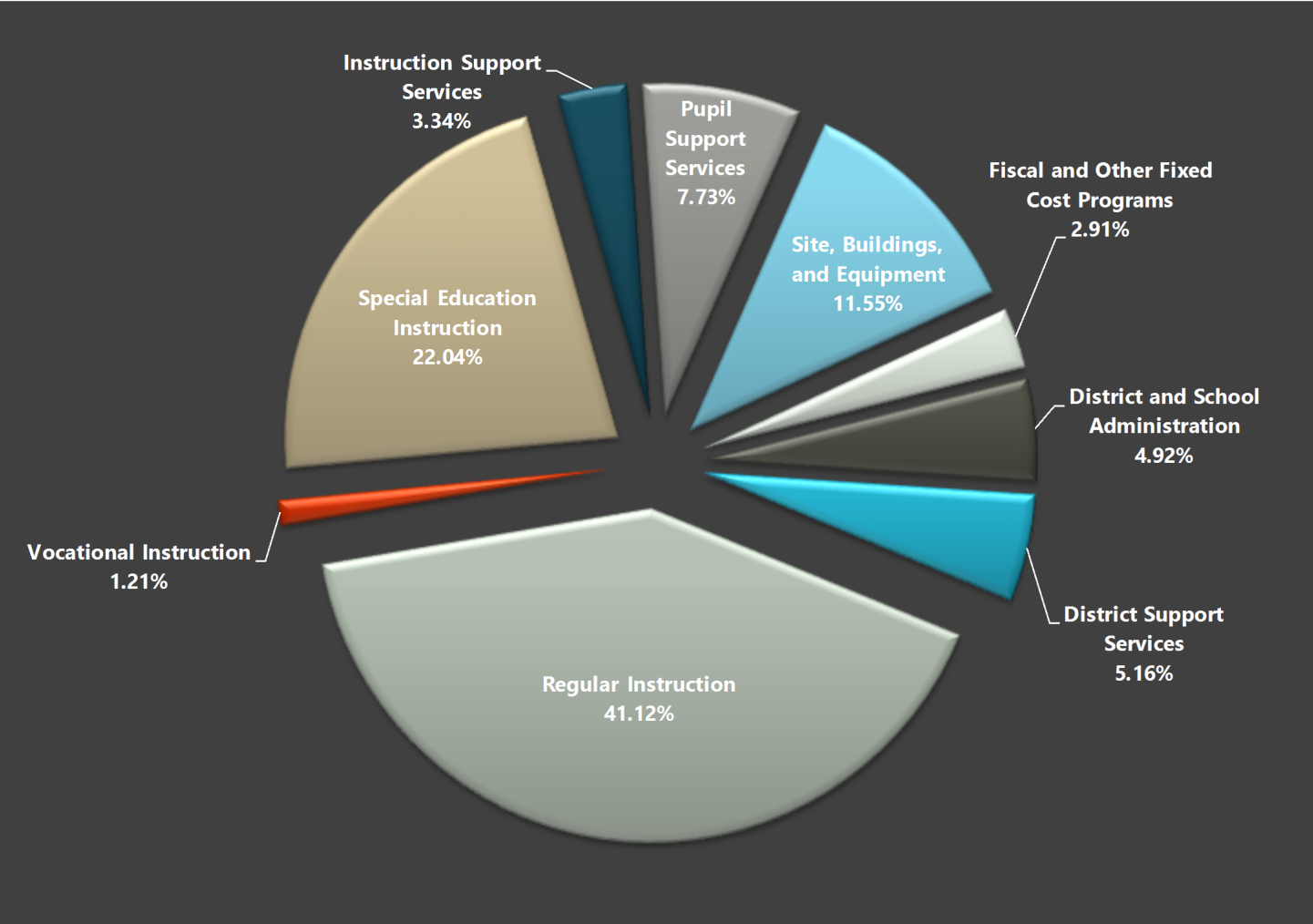


# DULUTH PUBLIC SCHOOLS FISCAL YEAR 2022-2023 GENERAL FUND PROGRAM EXPENDITURES

<b>EXPENSES</b>	<b>GENERAL FUND</b>
<b>District and School Administration</b>	5,804,434
<b>District Support Services</b>	6,092,148
<b>Regular Instruction</b>	48,524,286
<b>Vocational Instruction</b>	1,433,464
<b>Special Education Instruction</b>	26,011,272
<b>Instruction Support Services</b>	3,940,421
<b>Pupil Support Services</b>	9,127,193
<b>Site, Buildings, and Equipment</b>	13,632,971
<b>Fiscal and Other Fixed Cost Programs</b>	3,436,791
<b>TOTAL EXPENDITURES</b>	<b>\$118,002,979</b>



# DULUTH PUBLIC SCHOOLS FISCAL YEAR 2022-2023 GENERAL FUND PROGRAM EXPENDITURES



# Local Financial Reminders

## November 6, 2018 Operating Levy Referendum

Question 1: Renewal of \$371.78 Per Pupil of Current Authority

Question 2: Increase Authority by \$575 Per Pupil

Question 3: Increase Authority by an Additional \$335 Per Pupil

Result: PASS

Result: PASS

Result: FAIL

Yes Votes:  
32,248 or  
73.27%

No Votes:  
12,314 or  
27.63%

Yes Votes:  
23,805 or  
53.92%

No Votes:  
20,346 or  
46.08%

Yes Votes:  
21,387 or  
48.65%

No Votes:  
22,575 or  
51.35%

## Local Financial Reminders Continued

# November 6, 2018 Operating Levy Referendum

New Authority  
effective taxes  
payable 2019  
and be  
applicable for  
10 years

Last year of  
collection for  
current  
operating levy  
authority is  
taxes payable  
2028 / FY 2029

In Taxes  
Payable 2023,  
this authority  
generated  
\$5,651,777.08  
in revenue

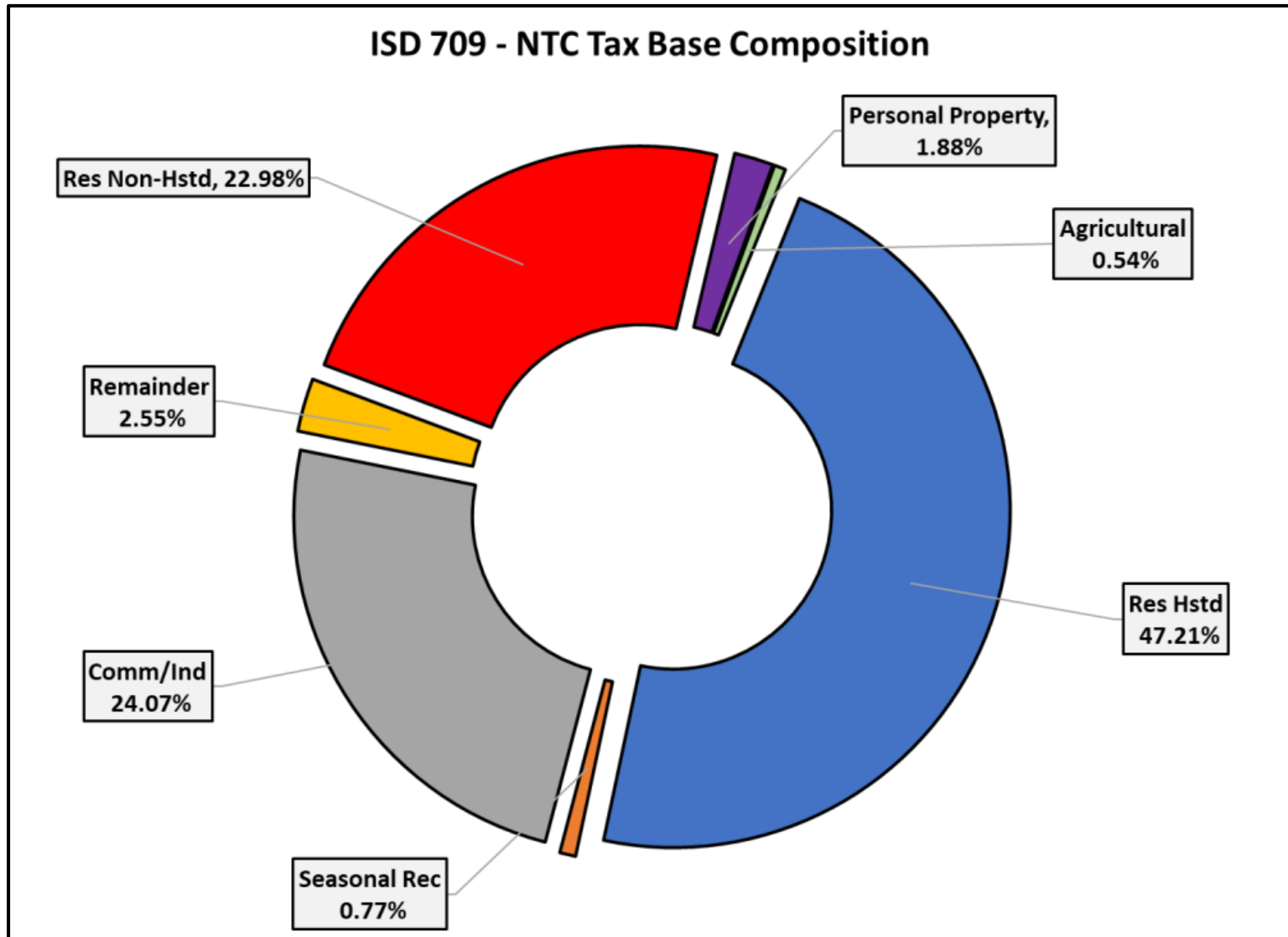
# Local Financial Reminders - *continued*

- Student Enrollment Information

AVERAGE DAILY MEMBERSHIP (ADM)

Grade	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
K (total) + EC	833.29	785.96	724.76	729.81	819.79	797.02	830.04	737.24	756.32
1	652.69	704.31	647.13	636.59	602.43	644.98	641.06	588.40	614.82
2	653.92	628.66	673.36	622.13	617.88	591.03	637.68	574.16	597.78
3	650.09	630.00	606.88	662.99	624.05	597.55	572.54	597.62	590.84
4	599.45	630.27	593.91	582.37	646.85	620.48	589.52	507.84	605.84
5	611.12	581.88	605.06	586.63	570.25	621.52	619.65	540.73	516.78
6	507.52	557.25	545.60	551.39	572.48	571.29	610.70	542.05	561.90
7	633.93	526.02	555.44	567.26	579.71	584.07	589.04	581.07	593.59
8	554.58	611.60	547.75	551.08	586.18	576.26	622.87	555.74	587.95
9	639.75	681.65	694.90	647.17	668.14	707.65	697.70	695.44	658.15
10	699.47	634.01	670.54	696.38	634.02	660.50	711.16	650.09	690.45
11	636.78	674.09	602.20	619.99	664.72	609.90	646.82	672.61	638.94
12	680.42	634.81	647.49	612.03	628.87	646.91	602.23	621.11	668.29
<b>Total ADM</b>	<b>8,353.01</b>	<b>8,280.51</b>	<b>8,115.02</b>	<b>8,065.82</b>	<b>8,215.37</b>	<b>8,229.16</b>	<b>8,371.01</b>	<b>7,864.10</b>	<b>8,081.65</b>
Elementary ADM 1-6	3,674.79	3,732.37	3,671.94	3,642.10	3,633.94	3,646.85	3,671.15	3,350.80	3,487.96
Secondary ADM 7-12	3,844.93	3,762.18	3,718.32	3,693.91	3,761.64	3,785.29	3,869.82	3,776.06	3,837.37
Total Adjusted Pupil Units	9,122.00	9,032.95	8,858.68	8,804.60	8,967.70	8,986.22	9,144.97	8,619.31	8,849.12

# Estimated Pay 2023 Tax Base Composition



# **HOW ARE STATE AID AND LOCAL LEVIES DETERMINED?**

# **AUTHORITY FOR SCHOOL LEVIES**

**A SCHOOL DISTRICT TAX LEVY MAY BE EITHER:**

**SET BY STATE FORMULA**

**OR**

**VOTER APPROVED**

**DULUTH PUBLIC SCHOOLS  
GENERAL FUND  
GROSS LEVY COMPARISON**

	Percent Change	-14.73%	
	ACTUAL 2021 PAY 2022	PROPOSED 2022 PAY 2023	DOLLAR DIFFERENCE
1 Referendum Levies	5,641,924.22	5,510,617.34	(131,306.88)
2 Local Optional Levy	5,717,449.14	6,012,716.16	295,267.02
3 Equity Levy	432,793.50	426,004.00	(6,789.50)
4 Transition Levy	420,502.16	413,905.49	(6,596.67)
5 Operating Capital Levy	1,050,553.67	1,091,475.61	40,921.94
6 OPEB	537,211.00	(42,844.00)	(580,055.00)
7 Reemployment Insurance	49,996.42	168,016.60	118,020.18
8 Safe Schools Levy	322,167.96	305,514.72	(16,653.24)
9 Career & Technical Levy	262,185.24	262,185.24	0.00
10 Achievement & Integration Levy	484,206.55	481,925.10	(2,281.45)
11 Long Term Facilities Levy	3,544,244.24	815,196.69	(2,729,047.55)
12 Building Lease Levy	1,295,992.23	1,401,621.00	105,628.77
13 Tree Growth	1,914.04	1,914.04	0.00
14 Abatement	67,667.39	59,362.14	(8,305.25)
<b>TOTAL GROSS LEVY</b>	<b>\$19,828,807.76</b>	<b>\$16,907,610.13</b>	<b>(2,921,197.63)</b>



**DULUTH PUBLIC SCHOOLS  
COMMUNITY EDUCATION  
GROSS LEVY COMPARISON**

	<b>Percent Change</b>		<b>1.33%</b>
	<b>ACTUAL 2021 PAY 2022</b>	<b>PROPOSED 2022 PAY 2023</b>	<b>DOLLAR DIFFERENCE</b>
<b>1 Basic Community Ed. Levy</b>	\$662,477.15	\$662,477.15	\$0.00
<b>2 Early Childhood Levy</b>	258,677.87	278,636.50	19,958.63
<b>3 Adults with Disabilities Levy</b>	28,968.51	22,309.51	<b>(6,659.00)</b>
<b>4 School Age Care Levy</b>	90,000.00	90,000.00	0.00
<b>5 Home Visit Levy</b>	10,683.27	12,697.25	2,013.98
<b>6 Abatements</b>	3,937.38	2,613.62	<b>(1,323.76)</b>
<b>TOTAL GROSS LEVY</b>	\$1,054,744.18	\$1,068,734.03	\$13,989.85

**DULUTH PUBLIC SCHOOLS  
DEBT SERVICE  
GROSS LEVY COMPARISON**

<b>Percent Change</b>	<b>17.03%</b>
-----------------------	---------------

	<b>ACTUAL 2021 PAY 2022</b>	<b>PROPOSED 2022 PAY 2023</b>	<b>DOLLAR DIFFERENCE</b>
1 <b>Required Debt Service Levy</b>	\$16,980,632.00	\$17,318,852.00	\$338,220.00
2 <b>Long Term Facilities Debt Service Levy</b>	6,933,788.92	9,314,906.36	2,381,117.44
3 <b>Debt Excess</b>	(1,809,360.62)	(724,159.33)	1,085,201.29
3 <b>Abatements</b>	97,267.59	73,023.68	(24,243.91)
<b>TOTAL GROSS LEVY</b>	22,202,327.89	25,982,622.71	3,780,294.82

**DULUTH PUBLIC SCHOOLS  
ALL FUNDS  
GROSS LEVY COMPARISON**

<b>Percent Change</b>	<b>2.03%</b>
-----------------------	--------------

	<b>ACTUAL 2021 PAY 2022</b>	<b>PROPOSED 2022 PAY 2023</b>	<b>DOLLAR DIFFERENCE</b>
<b>General Fund</b>	\$19,828,807.76	\$16,907,610.13	(\$2,921,197.63)
<b>Community Education Fund</b>	1,054,744.18	1,068,734.03	13,989.85
<b>Debt Service Fund</b>	22,202,327.89	25,982,622.71	3,780,294.82
<b>TOTAL GROSS LEVY</b>	<b>43,085,879.83</b>	<b>43,958,966.87</b>	<b>873,087.04</b>

# DULUTH PUBLIC SCHOOLS SCHOOL PORTION of PROPERTY TAX LEVY

Total Pay 2018 Levy = \$31,697,855.86

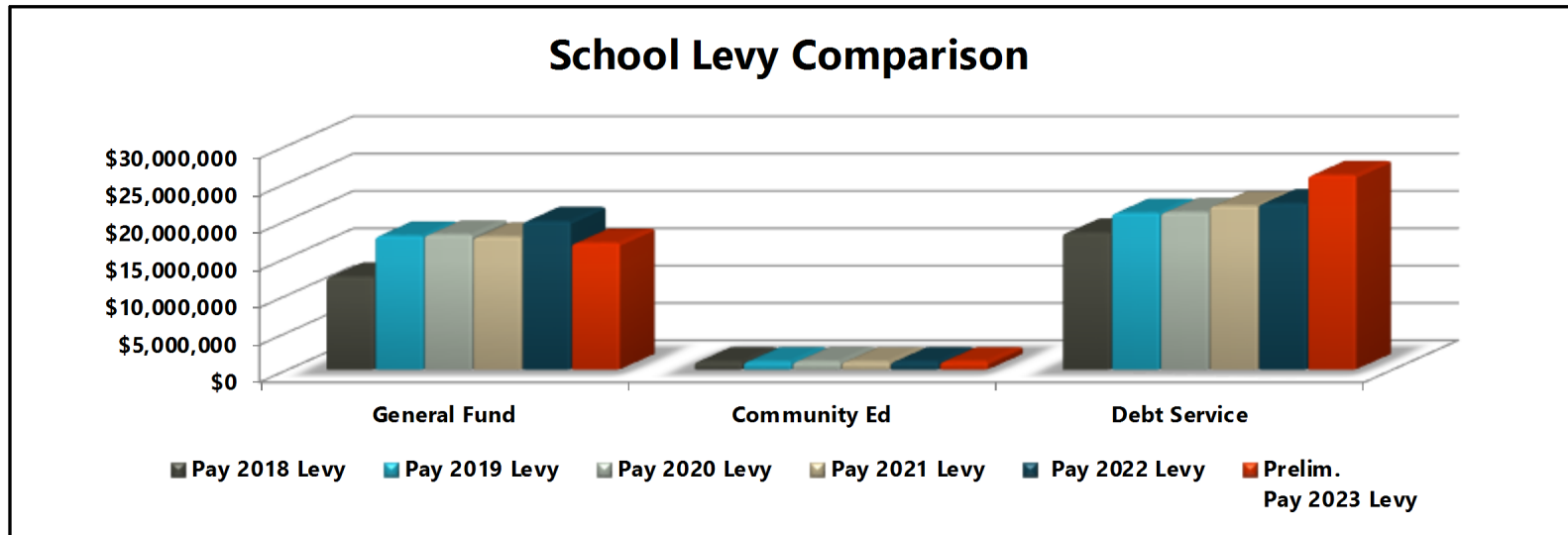
Total Pay 2019 Levy = \$39,837,624.11

Total Pay 2020 Levy = \$40,089,645.79

Total Pay 2021 Levy = \$40,663,003.06

Total Pay 2022 Levy = \$43,085,879.83

**Total Prelim. Pay 2023 Levy = \$43,958,966.87**



	Pay 2018 Levy	Pay 2019 Levy	Pay 2020 Levy	Pay 2021 Levy	Pay 2022 Levy	Prelim. Pay 2023 Levy
General Fund	12,382,425.63	17,872,105.08	18,024,526.72	17,739,246.90	19,828,807.76	\$16,907,610.13
Community Ed	1,047,799.46	1,045,278.73	1,050,895.81	1,039,985.60	1,054,744.18	1,068,734.03
Debt Service	18,267,630.77	20,920,240.30	21,014,223.26	21,883,770.56	22,202,327.89	25,982,622.71
<b>Total Levy</b>	<b>31,697,855.86</b>	<b>39,837,624.11</b>	<b>40,089,645.79</b>	<b>40,663,003.06</b>	<b>43,085,879.83</b>	<b>43,958,966.87</b>

# **WHAT ARE THE MAIN VARIABLES THAT MAY CAUSE PROPERTY TAX INCREASES AND DECREASES?**

- 1. Changes in market values**
- 2. Changes in class rates/history**
- 3. Market value exclusion**
- 4. Voter approved referendums**
- 5. State adjustments**

**(i.e. Ag2School Tax Credit Program)**

- 6. New programs authorized or mandated by legislature**

**(i.e. Long-Term Facilities Maintenance [LTFM] Revenue Program)**

# CHANGES IN MARKET VALUE

The market values are final and are not a subject for the upcoming budget hearings. They were discussed at the local County Board of Review and County Board of Equalization hearings held earlier this year. The final taxable market values may reflect a reduction under the limited value law. If this property is a qualifying homestead, the final taxable market values may exclude improvements which you made to this property.

## DULUTH PUBLIC SCHOOLS TAX BASE HISTORY

Assessment Year	Taxes Payable	RMV - Referendum Market Value	% Change	NTC - Net Tax Capacity	% Change
<b>2022</b>	<b>2023</b>	9,976,912,185	15.727%	112,996,821	15.820%
<b>2021</b>	<b>2022</b>	8,621,046,488	5.020%	97,562,108	4.894%
<b>2020</b>	<b>2021</b>	8,208,989,331	4.420%	93,009,780	5.424%
<b>2019</b>	<b>2020</b>	7,861,546,141	5.796%	88,224,893	5.735%
<b>2018</b>	<b>2019</b>	7,430,848,653	4.865%	83,439,718	5.087%
<b>2017</b>	<b>2018</b>	7,086,106,061	5.030%	79,400,393	4.609%
<b>2016</b>	<b>2017</b>	6,746,712,710	4.029%	75,901,967	4.741%
<b>2015</b>	<b>2016</b>	6,485,412,360	3.365%	72,466,411	4.942%
<b>2014</b>	<b>2015</b>	6,274,290,486	2.338%	69,053,594	2.615%
<b>2013</b>	<b>2014</b>	6,130,955,276	1.969%	67,293,718	2.583%
<b>2012</b>	<b>2013</b>	6,012,560,140	-1.641%	65,599,036	-1.555%
<b>2011</b>	<b>2012</b>	6,112,867,250		66,635,215	

*Source: Preliminary Pay 2023 figures are  
from the St. Louis County Auditor*

# **State Legislative change in the Market Value Homestead credit to Homestead Market Value Exclusion**

- The 2011 Legislature repealed the Homestead Market Value Credit (the homestead credit) and replaced it with a new Homestead Market Value Exclusion.
- The exclusion began for property taxes payable in 2012 and continues for taxes payable in 2023.



# Pay 2022 vs. Pay 2023 School Portion of Tax

0%

DATA BELOW ASSUMES NO CHANGE IN PROPERTY VALUE

Type of Property	Estimated Market Value - Taxes Payable 2022	Estimated Market Value - Taxes Payable 2023	Actual Pay 2022 School Portion of Taxes	Preliminary Pay 2023 School Portion of Taxes	Estimated Tax Increase / (Decrease) - Pay 2022 vs Pay 2023	Estimated Percent Change
Residential Homestead	100,000	100,000	368.87	324.68	(44.18)	-11.98%
	125,000	125,000	490.36	431.72	(58.64)	-11.96%
	150,000	150,000	612.16	539.04	(73.13)	-11.95%
	175,000	175,000	733.65	646.07	(87.58)	-11.94%
	<b>200,000</b>	<b>200,000</b>	<b>855.46</b>	<b>753.39</b>	<b>(102.07)</b>	<b>-11.93%</b>
	225,000	225,000	976.94	860.42	(116.52)	-11.93%
	250,000	250,000	1,098.75	967.74	(131.01)	-11.92%
	275,000	275,000	1,220.24	1,074.77	(145.47)	-11.92%
	300,000	300,000	1,342.04	1,182.09	(159.96)	-11.92%
	400,000	400,000	1,828.63	1,610.79	(217.84)	-11.91%
500,000	500,000	2,290.53	2,017.68	(272.85)	-11.91%	
Commercial Industrial	250,000	250,000	1,699.05	1,498.17	(200.88)	-11.82%
	500,000	500,000	3,635.43	3,206.05	(429.38)	-11.81%
	1,000,000	1,000,000	7,508.20	6,621.81	(886.39)	-11.81%
	2,500,000	2,500,000	19,126.50	16,869.09	(2,257.41)	-11.80%
Seasonal Recreational	250,000	250,000	791.12	699.04	(92.08)	-11.64%
	500,000	500,000	1,582.23	1,398.08	(184.15)	-11.64%
	750,000	750,000	2,571.13	2,271.88	(299.25)	-11.64%
	1,000,000	1,000,000	3,560.03	3,145.68	(414.34)	-11.64%

# Pay 2022 vs. Pay 2023 School Portion of Tax

16%

DATA BELOW ASSUMES A 16% CHANGE IN PROPERTY VALUE

Type of Property	Estimated Market Value - Taxes Payable 2022	Estimated Market Value - Taxes Payable 2023	Actual Pay 2022 School Portion of Taxes	Preliminary Pay 2023 School Portion of Taxes	Estimated Tax Increase / (Decrease) - Pay 2022 vs Pay 2023	Estimated Percent Change
Residential Homestead	100,000	116,000	368.87	393.16	24.30	6.59%
	125,000	145,000	490.36	517.46	27.10	5.53%
	150,000	174,000	612.16	641.76	29.59	4.83%
	175,000	203,000	733.65	766.05	32.40	4.42%
	<b>200,000</b>	<b>232,000</b>	<b>855.46</b>	<b>890.35</b>	<b>34.89</b>	<b>4.08%</b>
	225,000	261,000	976.94	1,014.64	37.70	3.86%
	250,000	290,000	1,098.75	1,139.22	40.47	3.68%
	275,000	319,000	1,220.24	1,263.51	43.28	3.55%
	300,000	348,000	1,342.04	1,387.81	45.77	3.41%
	400,000	464,000	1,828.63	1,872.41	43.78	2.39%
500,000	580,000	2,290.53	2,396.43	105.90	4.62%	
Commercial Industrial	250,000	290,000	1,699.05	1,771.43	72.38	4.26%
	500,000	580,000	3,635.43	3,752.57	117.14	3.22%
	1,000,000	1,160,000	7,508.20	7,714.85	206.65	2.75%
	2,500,000	2,900,000	19,126.50	19,601.70	475.20	2.48%
Seasonal Recreational	250,000	290,000	791.12	810.89	19.77	2.50%
	500,000	580,000	1,582.23	1,677.70	95.46	6.03%
	750,000	870,000	2,571.13	2,691.30	120.18	4.67%
	1,000,000	1,160,000	3,560.03	3,704.91	144.89	4.07%

**Whereas**, Pursuant to Minnesota Statutes the School Board of Independent School District No. 709, Duluth, Minnesota, is authorized to make the following proposed tax levies for general purposes:

General Fund	\$ 16,907,610.13
Community Services	\$ 1,068,734.03
Debt	<u>\$ 25,982,622.71</u>
Total Proposed Tax Levy	\$ 43,958,966.87

**Now Therefore**, Be it resolved by the School Board of Independent School District No. 709, Duluth, Minnesota, that the levy to be levied in 2022 to be collected in 2023 is set at \$43,958,966.87. The clerk of the ISD 709 School Board is authorized to certify the proposed levy to the County Auditor of St. Louis County, Minnesota.

# Public Comments and Questions?

## RESOLUTION

### RESOLUTION REESTABLISHING PRECINCTS AND POLLING PLACES FOR THE DULUTH PUBLIC SCHOOL DISTRICT IN 2023

WHEREAS, the precinct boundaries of the Duluth Public School District (District) which consists of the territories of the City of Duluth, City of Rice Lake, Normana, North Star & Unorg 23, Gnesen & Unorg 2, and Lakewood Townships remain as listed below following state legislative redistricting; and

WHEREAS, the District reestablishes these precincts with those boundaries as required by Minnesota Statutes 204B.14, subdivision 3(c); and

WHEREAS, the District will utilize the polling places for the City of Duluth as authorized by the City of Duluth which are currently located here:

- 1 - St. Michael's Catholic Church (lower level) 4901 East Superior Street
- 2 - Lakeside Presbyterian Church (lower level) 4430 McCullough Street
- 3 - Lutheran Church of the Good Shepherd (lower level) 1325 North 45th Avenue East
- 4 - Faith Lutheran Church Bldg. (lower level) 1814 North 51st Avenue East
- 5 - Lakeview Covenant Church (lower level) 1001 Jean Duluth Road
- 6 - Woodland Community Club 3211 Allendale Avenue
- 7 - Glen Avon Presbyterian Church (lower level) 2105 Woodland Avenue
- 8 - Duluth Congregational Church (lower level) 3833 East Superior Street
- 9 - Pilgrim Congregational Church (lower level) 2310 East Fourth Street
- 10 - U.M.D. Kirby Student Center 1120 Kirby Drive
- 11 - Vineyard Christian Fellowship (auditorium) 1533 West Arrowhead Road
- 12 - Unitarian Universalist Congregation of Duluth 835 West College Street
- 13 - Mt. Olive Lutheran Church (lower level) 2012 East Superior Street
- 14 - First Lutheran Church (lower level) 1100 East Superior Street
- 15 - Peace United Church of Christ 1111 North 11th Ave. East
- 16 - First United Methodist Church (Lakeview social hall) 230 East Skyline Parkway
- 17 - Washington Center (gymnasium) 310 North 1st Avenue West
- 18 - Lafayette Square (upper level) 3026 Minnesota Avenue
- 19 - Duluth Public Library (Green Room) 520 West Superior Street
- 21 - Lincoln Park Senior Center (lower level) 2014 West Third Street
- 22 - Holy Cross Lutheran Church 410 North Arlington Avenue
- 23 - Shepherd of the Hills Lutheran 802 Maple Grove Road  
Church (fellowship hall)
- 24 - Christ Lutheran Church (rear lower level entrance) 2415 Ensign Street
- 25 - St. Lawrence Church 2410 Morris Thomas Road
- 26 - Holy Family Catholic Church 2430 West Third Street
- 27 - Harrison Community Club 3002 West Third Street
- 28 - City Center West 5830 Grand Avenue
- 29 - Our Savior's Lutheran Church (lower level) 4831 Grand Avenue
- 30 - Elim Lutheran Church (social hall) 6101 Cody Street
- 31 - Zenith Terrace Community Center 2 Foxtail Avenue
- 32 - Asbury United Methodist Church (lower level) 6822 Grand Ave
- 33 - Goodfellowship Community Center (warming area) 1242 88th Avenue West
- 34 - Gary New Duluth Community Recreation Center 801 101st Avenue West

WHEREAS, the polling places for the City of Rice Lake, Normana, North Star & Unorg 23, Gnesen & Unorg 2, and Lakewood Townships in the state of Minnesota remain at the following:

- 1 - City of Rice Lake City Hall 4107 Beyer Road
- 2 - Normana Town Hall 6472 French River Road
- 3 - North Star Township Hall 7700 Pequaywan Lake Road
- 4 - Gnesen Community Center 6356 Howard Gnesen Road
- 5 - Lakewood Town Hall 3110 Strand Road

the District hereby reestablishes these locations as the designated polling places for these precincts in accordance with Minnesota Statutes 204B.16.

## **RESOLUTION**

Resolution of Support for the Transportation Alternative Grant for Campus Connector Segment Six to Provide Improvements to the Intersection of E. Superior Street and Congdon Park Drive in the City of Duluth

RESOLVED, that the city of Duluth (“city”) act as the legal sponsor for the transportation alternative project as contained in the 2022 grant applications to be submitted prior to January 13, 2023, and that the mayor and clerk are hereby authorized to apply to the Minnesota Department of Transportation, Federal Highway Administration for a grant not to exceed \$600,000 for funding of campus connector segment six shared use path;

FURTHER RESOLVED, that the city has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate project administration;

FURTHER RESOLVED, that if awarded the funding, the school district commits to provide any permanent easements at the Congdon Park Elementary School;

FURTHER RESOLVED, that the mayor and clerk are hereby authorized to execute such documents as are necessary to implement the project on behalf of the city.

**RESOLUTION**

Authorized Bank Account Signer – December 2022

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

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
Community Ed	Harbor Pointe Credit Union	XXXX9	Lauren Ballmer Jeremy Rupp	Cindy McLeod





**RESOLUTION**

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Stowe ES	Joanne Regan	In-kind		Handknit scarves and headbands for students
Stowe ES	Adelle Wellens	In-kind		Warm winter accessories & treats for teachers/staff lounge
Stowe ES	Susan Coen	In-kind	5th Graders	
Stowe ES	Ashley McArthur	In-kind		Misc. books and toys
Piedmont ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Laura MacArthur ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Condgon ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Congdon ES	Lutheran Church of the Good Shepherd	In-kind		Donation of snacks for students
Lester Park ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Homecroft ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lakewood ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge

Myers-Wilkins ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lowell ES	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Area Learning Center	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Area Learning Center	A&L Properties	In-kind	Holiday Auction	Craftsman home tool kit/mechanics tools kit, 57-piece (For the Holiday Auction)
Rockridge Academy	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Duluth Adult Education	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Ordean East MS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lincoln Park MS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Lincoln Park MS	Hillary Brooks	In-kind		Donation of two gently used violins
Denfeld HS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
Denfeld HS	Irving Community Association	\$1,000.00	Jazz Band	
East HS	Maurices — Katie Robarge	In-kind		Warm winter accessories & treats for teachers/staff lounge
East HS	Roger & Nancy Ralston	\$200.00	Duluth East High School Orchestra	
Duluth Head Start	Jane Killough	\$50.00	Duluth Head Start	

**RESOLUTION**

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Citadel Funding	Tom Tusken	Denfeld High School	\$5,000	AP computer science course for 2023-24, prioritize teacher professional development in the summer prior to the start of school.
Greater Denfeld Foundation Grant	Geraldine Davidson	Denfeld High School	\$960	The funds will be used to purchase the supplies needed to create under computer desk bookshelves to create extra storage for classroom textbooks that are stored in the library.

**HUMAN RESOURCES ACTION ITEMS FOR: December 20, 2022**

<b><u>CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ARDREN, RACHAEL J	GRADE 4/CONGDON PARK, (BA) III 3	08/29/2022
BASTIAN, MISTY J	OCCUPATIONAL THERAPIST/DW, (MA) IV 9	11/14/2022
BJORSEN, ANNA M	SCIENCE TEACHER/LINCOLN PARK, (BA) III 5	09/01/2022
CHRISTIANSEN, SHERRY A	SPANISH TEACHER/EAST/LINCOLN, (BA+30) III 8	08/29/2022
DERRICK, JENNIFER T	SPEC ED RESIDENTIAL/MERRITT CREEK, (MA) IV 9	11/02/2022
ELIASON, KAITLYN J	SPEECH LANGUAGE PATHOLOGIST/DW, (MA) IV 2, NEW POS	12/05/2022
EVANS, MARAH E	SPEC ED SOCIAL WORKER/DW, (MA+30) IV 3	11/28/2022
GEISSLER, EMILY I	SPEC ED TEACHER/EAST, (MA) IV 9	09/30/2022
JOHNSON, BENJAMIN J	LTS SOCIAL STUDIES/EAST, (BA) III 3, S RICE	09/07/2022
LENNEMAN, LOGAN C	BUSSINESS ED TEACHER/LINCOLN PARK, (BA) III 1	08/29/2022
LONG, CATHERINE G	ALT TO SUSPENSION COORD/DENFELD, (MA) IV 9	11/07/2022
NELSON, TIMOTHY W	ART TEACHER TOSA/ALC, (MA) IV 9	08/29/2022
OSTRAND, EMILY J	SPEC ED SPEECH PATHOLOGIST/DW, (MA) IV 2	11/14/2022
PELKEY, RYAN J	LTS SPECIAL ED TEACHER/DENFELD, (BA) III 1, P.CHESELSKI	11/21/2022
RAPP, ALYSSA B	PRESCHOOL TEACHER/LOWELL, (MA) IV 2	11/07/2022
STONEBURNER, TINA M	SPEC ED/LAURA MACARTHUR, (MA) IV 9	11/07/2022
<b><u>CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
PARO-STROTHER, DAWN R	GRADE 6/ORDEAN EAST-RESCINDED	
<b><u>NON CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BERGSTEDT, STACY M	FOOD SERVICE SUPERVISOR/DW, \$1,124/WK	12/01/2022
CAPISTRANT-KINNEY, ELSA H	INSTRUCTIONAL PARA/LAURA MACARTHUR, 19/38WKS, \$15.31/HR	11/14/2022
COOKE, GAIL C	NUTRITIONAL ASST/LAKEWOOD, 20/38WKS, \$13.22/HR	11/28/2022
ELSTAD, JODI R	NUTRITIONAL ASST/DW, 30/38WKS, \$13.22/HR	11/28/2022
GEISSLER, SUSAN K	BUS DRIVER/TRANSPORTATION, 25/38WKS, \$19.54/HR	11/09/2022
LEE, MARY F	SPEC ED PARA/CHESTER CREEK, 25/38WKS, \$19.77/HR	11/30/2022
LUTHER, JACKSON A	SPECIAL ED PARA/MERRITT CREEK, 31.25/38WKS, \$18.61/HR	10/24/2022
PREBEG, BRITTANY K	SPEC ED PARA/CONGDON PARK, 31.25/38WKS, \$17.77/HR	12/01/2022
RUPP, JEREMY J	COMMUNITY EDUCATION COORDINATOR	10/17/2022
SOLEM, ROSE E	PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$17.77/HR	11/30/2022
SZUKIS, KIRK TW	SPECIAL ED PARA/DENFELD, 32.5/38WKS, \$19.86/HR	10/31/2022
WIGHT, KATELYN A	SPECC ED PARA/CHESTER CREEK, 31.25/38WKS, \$18.74/HR	10/17/2022
<b><u>NON CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
FIEDLER, KARA A	SPEC ED PARAPROFESSIONAL/DISTRICT WIDE	11/18/2022
LEE, YU L	SPEC ED PARAPROFESSIONAL/MYERS WILKINS	11/11/2022
MAXIM, GALEN M	SPEC ED PARAPROFESSIONAL/PIEDMONT	11/18/2022
NOVITSKI, FRANK E	BUS DRIVER II/TRANSPORTATION	12/14/2022
PIETRUSA, AMBER	BENEFITS COORDINATOR/UHG	12/01/2022
<b><u>NON CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
LOWE, RUSSELL R	SCHOOL CUSTODIAN II/LINCOLN PARK	2/1/2023
<b><u>NON CERT LEAVE OF ABSENCE</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
GEISSLER, SUSAN K	SATELLITE MANAGER I/LINCOLN PARK - TO SERVE AS BUS DRIVER	11/28/2022
KALWITE, MICHELLE R.U.	NUTRITION SERVICES ASSISTANT/EAST	12/02/2022
PERRAULT, JUDITH I	NUTRITION SERVICES ASSISTANT/EAST	01/17/2023
SISLO, BETTY R	CHILD NUTRITION AREA SITE SUPV/DW	01/09/2023
WATCZAK, JAMES F	NUTRITION SERVICES ASSISTANT/LOWELL	01/30/2023
<b><u>NON CERT TERMINATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
TOMECK, SOPHIA	EEA CLERICAL HR ASSISTANT/UHG	12/2/2022



CLASSIFICATION DESCRIPTION

TITLE: EdFi Analyst/MARSS Coordinator

<p><b><u>Title of Immediate Supervisor:</u></b> Executive Director of Business Services and Finance</p>	<p><b><u>Department:</u></b> Business Services</p>	<p><b><u>FLSA Status:</u></b> Exempt</p>
<p><b><u>Accountable For (Job Titles):</u></b> Clerical Level F, Clerical Level E, or Clerical Level D</p>		<p><b><u>Pay Grade Assignment:</u></b> Non-Certified Business Division, Pay Class VIII</p>

**General Summary or Purpose Of Job:**

Works directly with the Director of Business Services to ensure the District's student reporting activities are conducted in compliance with School Board policies and procedures, government regulations and MDE Guidance to maximize district revenue. The Analyst works independently in the study of EDFI and MARSS student reporting, processing problems, designing, updating and implementing reporting solutions using system software and self-architected spreadsheets to realize the District's maximum ADM from its investment in student instructional programs and business processes. The Analyst acts as a liaison between business services, technology, administrative staff and school staff to ensure that data integrity and integration is maintained within the District's Student Information Management Systems. The Analyst works as a team member to ensure data required by multiple users from various departments and outside agencies is accurate and accessible in a user-friendly format by designing the processing steps, and formatting the output to best meet end users' needs. The Analyst in-directly supervises enrollment, guidance and attendance staff in the specialty area of EDFI/MARSS reporting. Trains staff on student information systems and MARSS/EDFI reporting protocols, to ensure the timely, accurate completion of the district's student reporting. Consults with direct supervisors regarding staff improvement.

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)	<b>FRE-QUENCY</b>
1.	Serves as the subject matter expert for student data collection for state and federal reporting. Conducts quality control audits of data input into the student information systems. Maps, analyzes and evaluates student reporting processes, identifies options for improving accuracy of reporting; acts as the liaison between business services, technology and school operations staff to successfully process MARSS and EDFI student data collection and reporting.	35%



## CLASSIFICATION DESCRIPTION

### TITLE: EdFi Analyst/MARSS Coordinator

2.	Provides technical assistance to site staff and administrators in School Operations, Curriculum, Assessment, and Technology to resolve day-to-day systems and reporting problems, including specific project support or computer-based applications as related to student accounting. Resolves daily operating problems. Communicates effectively with system users regarding processes or special situations. Provides training for state reporting on both the technical and end user level.	25%
3.	Creates and maintains spreadsheets and reports related to student enrollment, demographics, mobility, general education revenue, compensatory revenue and other projects. Regularly researches, analyzes and summarizes state reports based on data collection periods for the purpose of determining the accuracy, reliability and completeness of student records and reports. Reconciles cross district funding errors. Initiates research, identifies the business or operational issues that affect the district's student reporting, recommends ways of improving the existing system and processes	25%
4.	Prepares monthly analyses of student enrollment and budgeted ADM. Develops queries and reports needed to verify information reported to state and federal agencies. Assists with preparation of annual budget as related to student enrollment projections, and applied FTE. Makes recommendations regarding project sustainability, priority and implementation using clear, concise, grammatically correct written and verbal communications to multiple levels of staff.	10%
5.	Performs other duties of a comparable level or type.	5%

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

Requires a minimum of a baccalaureate degree in Business, Statistics or Computer Science and 5-8 years of progressive experience working with confidential public sector data; minimum 5-7 years professional level experience processing technical information or data in a key functional role and or a range of process and systems; two years in first level management role with responsibility to manage student reporting processes and /or database function; or an equivalent combination of education, training and experience necessary to successfully perform the essential function of the position.

**Knowledge Requirements:**

Requires knowledge of:

- Duluth Public Schools Operational and administrative policies
- Applicable laws, codes, regulations, standards, methods and practices related to confidential student accounting.
- Database management, technical information systems. concepts and statistical analysis



## CLASSIFICATION DESCRIPTION

### TITLE: EdFi Analyst/MARSS Coordinator

- methodology for the purpose of providing practical reporting, advice and data.
- Advanced Windows based software and applications used in general office environments to enhance reporting, training and communication.
  - Advanced MS Office and financial systems computer software applications skills.

**Skill Requirements:**

Skilled in:

- Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and governmental regulations.
- Ability to write reports, business correspondence, and procedure manuals with clear and transparent instruction/documentation.
- Ability to effectively present information and respond to questions from groups of managers, client's customers and the general public; ability to transfer knowledge and skills to others using a variety of mediums as appropriate to audience
- Ability to understand, interpret, apply, and use mathematics and statistical methods and procedures typically gained through professional and post-secondary education.
- Ability to analyze/interpret data for integrity purposes, performance, and other related tasks
- Ability to research, evaluate, analyze, interpret, summarize and communicate statistical data in a timely, meaningful way.
- Ability to use persuasion, customer service and human relation skills in dealing with people both inside and outside of the organization.
- Ability to influence, instruct and negotiate with administrators, staff and peers to gain understanding, cooperation and action.
- Ability to work both independently and in team-based environments for problem solving purposes; ability to lead the work of others by monitoring, training, reviewing, and delegating tasks.
- Ability to develop and implement processes to improve district communication, student reporting and overall efficiency.
- Ability to use judgment, discretion, and initiative to address time and resource management as related to student accounting procedures.
- Ability to manage time and prioritize projects effectively.

**Physical Requirements:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl	√			
Talk and hear				√





## CLASSIFICATION DESCRIPTION

TITLE: EdFi Analyst/MARSS Coordinator

	Taste and smell	√			
<b>Lift &amp; Carry:</b>	Up to 10 lbs.		√		
	Up to 25 lbs.		√		
	Up to 50 lbs.	√			
	Up to 100 lbs.	√			
	More than 100 lbs.	√			

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

**Light Work:** Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects.

<b>Vision Requirements:</b> Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

**Job Classification History:**

Classification reviewed Bjorkland., Human Resource Management Consulting

**HR/BS Services Committee Monthly Fund Balance Report  
Dec 13 2022 Committee Meeting**

Dec 13, 2022 Board Meeting

12/8/2022

REVENUES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July- Sept	BUDGET BALANCE
General	1	\$ 107,743,537.86	\$ 107,813,250.73	\$ 29,028,355.16	\$ 78,784,895.57			
Food Service	2	\$ 3,985,000.00	\$ 3,985,000.00	\$ 903,956.64	\$ 3,081,043.36	\$ -		
Transportation	3	\$ 5,900,000.00	\$ 5,900,000.00	\$ 1,107,312.01	\$ 4,792,687.99			
Community Ed	4	\$ 8,114,000.00	\$ 8,114,000.00	\$ 2,228,479.05	\$ 5,885,520.95			
Operating Captial	5	\$ 5,462,130.31	\$ 5,462,130.31	\$ 341,228.65	\$ 5,120,901.66	\$ -		
Building Construction	6	\$ -	\$ -		\$ -			
Debt Service Fund	7	\$ 22,979,390.64	\$ 22,979,390.64	\$ 1,869,041.28	\$ 21,110,349.36			
Trust Fund	8	\$ 258,575.00	\$ 258,575.00		\$ 258,575.00			
Dental Insurance Fund	20	\$ 917,000.00	\$ 917,000.00	\$ 359,188.12	\$ 557,811.88	\$ -		
Student Acitivity	79	\$ 236,006.00	\$ 236,006.00	\$ 101,777.15	\$ 125,804.85	\$ 8,424.00		
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 155,595,639.81</b>	<b>\$ 155,665,352.68</b>	<b>\$ 35,939,338.06</b>	<b>\$ 119,717,590.62</b>	<b>\$ -</b>	<b>\$ 8,424.00</b>	<b>\$ -</b>

EXPENSES	22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July-Sept	BUDGET BALANCE
General	1	\$ 104,358,876.11	\$ 104,428,588.98	\$ 40,539,505.76	\$ 61,068,434.93	\$ 2,820,648.29		
Food Service	2	\$ 4,427,346.56	\$ 4,427,346.56	\$ 1,352,057.11	\$ 1,779,126.30	\$ 1,296,163.15		
Transportation	3	\$ 6,176,300.00	\$ 6,176,300.00	\$ 2,403,462.39	\$ 3,382,052.42	\$ 390,785.19		
Community Ed	4	\$ 8,658,980.50	\$ 8,658,980.50	\$ 2,747,157.61	\$ 5,882,439.54	\$ 29,383.35		
Operating Captial	5	\$ 8,394,018.57	\$ 8,394,018.57	\$ 2,740,187.03	\$ 4,389,584.20	\$ 1,264,247.34		
Building Construction	6	\$ -	\$ -	\$ 9,672,277.82	\$ -	\$ 979,375.60		
Debt Service Fund	7	\$ 24,691,484.56	\$ 24,691,484.56	\$ 2,568,157.81	\$ 22,123,326.75			
Trust Fund	8	\$ 250,000.00	\$ 250,000.00	\$ -	\$ 250,000.00			
Dental Insurance Fund	20	\$ 924,000.00	\$ 924,000.00	\$ 362,517.83	\$ 561,482.17			
Student Acitivity	79	\$ 414,040.00	\$ 414,040.00	\$ 56,887.63	\$ 356,065.25	\$ 1,087.12		
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 158,295,046.30</b>	<b>\$ 169,016,413.59</b>	<b>\$ 62,442,210.99</b>	<b>\$ 99,792,511.56</b>	<b>\$ -</b>	<b>\$ 6,781,690.04</b>	<b>\$ -</b>

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Fund 06 Building construction</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Admin	\$ 15,000.00	debt serv payment/prof serv course 000/000	\$ 1,113,211.81	Program 298 Revenue	\$ 260,663.65
Program 108 Tech	\$ 1,848,862.00	admin owner pymnt course 800	\$ 5,547.53	Program 298 Expense	\$ 203,957.25
Program 203 Elem	\$ 624,320.45	admin design serv course 801	\$ 65,645.32		
Program 211 Secondary	\$ 164,562.52	admin constru mngmt course 802	\$ 79,906.62		
Program 805 Operations	\$ 86,592.41	admin commissions course 803	\$ 15,076.17		
Program 740 Pupil Engage	\$ 67,919.99	interior surf constr costs course 804	\$ 9,125,936.52		
	\$ 2,807,257.37	admin site services 805	\$ 120,957.17		
		long term lease 806	\$ 1,650.00		
			<b>\$ 10,527,931.14</b>		

**Fundraisers Reported  
November 2022**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
ECFE – Districtwide	ECFE Citywide Advisory Council (parent advisory)	\$1,000.00	Duluth Coffee Company sales - Money raised will support bringing The Teddy Bear Band to Duluth in March and classroom materials or fieldtrips.
East HS	Science Fair Club	\$430.00	Concession Sales
Homecroft ES	5th Grade	\$1,800.00	Wolf Ridge fundraising

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

MEMORANDUM

**TO:** Simone Zunich, Executive Director of Business Services  
**FROM:** Cathy Holman, Purchasing Coordinator  
**SUBJECT:** BID – 1307 Data Center Colocation Services  
**DATE:** December 2, 2022

Bids for Data Center Colocation Services were advertised in the Duluth News Tribune and sent to four (4) providers of computer and information technology support and service.

One response was received from Involta.

Bart Smith, Manager of Technology and this department reviewed the response.

It is recommended that the proposal as submitted by Involta for the five (5) year maximum bid amount of **\$534,480** be accepted. They anticipate our five (5) year cost will be less than half at \$199,260, but would need to award this bid for the maximum amount of **\$534,480**.


We anticipate our five (5) year cost will be less than half at \$199,260 but need to award this bid for the maximum amount of **\$534,480**.

The pricing breakdown for services is listed on the following page and reflects the pricing difference.

Item Description	Per Unit Non-Recurring Cost (NRC)	Per Unit Recurring Monthly Cost (MRC)	Maximum Units	Max MRC	Max Bid Value	Anticipated Units	Anticipated MRC	Anticipated Bid Value	Notes
Colocation Full Cabinet	\$0.00	\$625.00	4	\$2,500.00	\$150,000.00	3	\$1,875.00	\$112,500.00	Three (3) Cabinets
Fiber Pair Cross Connect	\$0.00	\$111.00	24	\$2,664.00	\$159,840.00	5	\$666.00	\$39,960.00	Five (5) Cross Connects
One (1) Kva of Power	\$0.00	\$156.00	24	\$3,744.00	\$224,640.00	6	\$780.00	\$46,800.00	Six (6) Kva of Power
Other Costs	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
<b>Total Costs</b>				<b>\$8,908.00</b>	<b>\$534,480.00</b>		<b>\$3,321.00</b>	<b>\$199,260.00</b>	

## Memorandum

To: Ms. Jill Lofald / School Board  
Ms. Simone Zunich / CFO Executive Director of Business Services

From: Dave Spooner   
Manager of Facilities

Date: November 29, 2022

**Re: CHANGE ORDER #2 - Congdon Park ES Window Restoration - St Germain's Glass Inc. \*School Board Approved LTFM FY21-22 Project\***

Attached is Change Order #2 for Congdon Park ES Window Restoration Project - St. Germain's Glass Inc.

The original contract sum for this work as defined was **\$594,822.00**. Change order #1 for a sum of **\$68,586.00** resulted in a new sum of **\$663,408.00**. Change order #2, which was related to rotted wood nailers that were replaced and efforts to correctly size the reused window shades, both for a sum of **\$9245.00**, and which will result in a new contract amount of **\$672,653.00**.

**Recommendation:**

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #2 on behalf of the School Board with St. Germain's Glass Inc., as authorized at the regular School Board Meeting on December 20, 2022.

The new contract sum for the work defined in the agreement with St. Germain's Glass Inc. is **\$672,653.00**.

Attachment



# Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(name and address)</i> Congdon Park Window Project 3116 E Superior Street, Duluth	<b>CONTRACT INFORMATION:</b> Contract For: St. Germain's Glass Inc. Date: 04/05/2021	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: #2-11/14/2022 Date: 11/14/2022
<b>OWNER:</b> <i>(name and address)</i> ISD#709 Duluth Public Schools 215 North 1st Ave E. Duluth, MN 55802	<b>ARCHITECT:</b> <i>(name and address)</i> MRJ Consultants, LLC 5712 Royal Oaks Dr Shoreview, MN 55126	<b>CONTRACTOR:</b> <i>(name and address)</i> St. Germain's Glass Inc. 212 N 40th Ave West Duluth, MN 55807

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Per change order #2 request submitted 11/4/22 and approved by Dave Spooner- ISD #709 during the 2022 project.

St. Germain's letter dated 11/04/22- Time and materials to patch rotting sills and jambs for window installation \$3,432.00  
St. Germain's letter dated 11/04/2022- Congdon Elementary Shool Window Replacement- Room Shade modifications by Belanger Blinds. \$5,813.00

Total Amount of Changes for CO#2- \$9,245.00

The original Contract Price was	\$	<u>594,822.00</u>
The net change by previously authorized Change Orders	\$	<u>68,586.00</u>
The Contract Price prior to this Change Order was	\$	<u>663,408.00</u>
The Contract Price will be (increased) by this Change Order in the amount of	\$	<u>9,245.00</u>
The new Contract Price, including this Change Order, will be	\$	<u>672,653.00</u>
The Contract Time will be (unchanged)by ( ) days.		

The new date of Substantial Completion will be TO BE DETERMINED BY ALL PARTIES

*NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

MRJ Consultants LLC ARCHITECT <i>(Firm name)</i>  SIGNATURE	St. Germain's Glass Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE	ISD#709 Duluth Public Schools OWNER <i>(Firm name)</i>  SIGNATURE
Mike Johnston- President PRINTED NAME AND TITLE	Mike McCabe - Sales Manager PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
11/18/22 DATE	11/23/22 DATE	 DATE

05 E 435 869 368 520 000



# ST. GERMAIN'S GLASS

212 N. 40th Ave West | Duluth, MN 55807  
ph 218-628-0221 fax 218-628-0226  
[www.StGermainGlass.com](http://www.StGermainGlass.com)

November 4, 2022

MRJ Consultants  
Attn: Mike

ISD 709- Dave

Job: Congdon Elementary School Window Replacement

Add: Room Shade Cut Down to fit the new trim  
\$5813.00 = (\$5285.00 Cost x 10% OH&P)

Thank you,

Mike McCabe  
St. Germain's Glass Co



**ST. GERMAIN'S  
GLASS**

212 N. 40th Ave West | Duluth, MN 55807  
ph 218-628-0221 fax 218-628-0226  
www.StGermainGlass.com

11/04/2022

MRJ Consultants

Att: Mike

ISD 709 - Dave

Job: Congdon Elementary School - Duluth, MN

Time and Materials to patch rotting sills and jambs for window replacements

\$2640.00 - Labor - 30 hours total at \$88.00 per hour

Mockup week - 8 hours figuring out plan of action, getting materials, fixing sills and jambs on first 3 windows

Week 1 - 4 sills on bottom row of windows 2 hours each to equal 8 hours

22nd of June - 2 sills replaced at 2 hours a piece total 4 hours

5<sup>th</sup> of July - 1 sill at 2 hours and 1 sill and all jambs replaced at 4 hours totaling 6 hours

6<sup>th</sup> of July - 2 sills at 2 hours each for 4 total hours

\$480.00 - Materials after tax

12 treated 2x8's

Sealants, anchors, foam

\$312.00 - Overhead, fuel surcharge, misc time

Total: \$3432.00

Thank you,

Mike McCabe

St. Germain's Glass Co.



**ISD #709**  
**Duluth Public Schools**  
HOCHS Relocation Project

Monthly Progress Report  
November 2022

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

### Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - The Final Client Occupancy inspection took place.
  - Fire and Access monitoring panel was installed.
  
- The Public Roadway/DSC/Transportation project construction progress:
  - Interior metal stud framing completed on the 1<sup>st</sup> level at the DSC building.
    - Drywall installation continues throughout.
  - Duct work installation continued on the 1<sup>st</sup> & 2<sup>nd</sup> level at the DSC building.
  - Final HVAC duct connections were made to the Mechanical equipment for the DSC building.
  - The roof drains were tied into the storm water line at the DSC building.
  - Low voltage rough ins commenced at the DSC building.
    - This is for door access control and smoke alarms.
  - Plumbing, electrical, and fire suppression rough ins have been ongoing at the DSC building.
  - Area A (Administration) roof work has continued at the Transportation building.
  - The CIP slabs in the Wash Bay, Service Bay, and Tool storage area were poured.
  - Door frame installation commenced at the Transportation building.
  - The Bus Garage siding installation was completed.
  - The storm and sewer installation continued at the Transportation loop road.
  
- Demolition of Central High School:
  - Demolition commenced and has been ongoing.

### Upcoming Activities and Next Steps:

- Upcoming construction scope:
  - a. Facilities:
    - i. The district will receive Final Certificate of Occupancy.
  
  - b. DSC/Transportation/Roadways:
    - i. Drywall installation will continue throughout.
      - 1. Coating to follow.
    - ii. HVAC duct installation will continue throughout at the DSC building.
    - iii. Fire suppression, electrical, and plumbing rough ins will continue at the DSC building.
    - iv. Underground MEP work will continue at the Transportation building (office area).

- v. Storm and sewer installation will continue at the Transportation loop.
  - vi. The remaining sidewalk areas to be prepped and poured.
  - vii. Door frame installation to be completed at the Transportation building.
  - viii. Glazing & Door Frame installation will commence at the DSC building.
- c. Demolition of Central High School:
- i. Demolition to continue throughout the month of December.



**Description**

Transportation Building Door Frame Installation

**Taken Date**

11/28/2022 at 09:06 am

**Uploaded By**

Jason Johnson

**Upload Date**

11/28/2022 at 09:06 am

**File Name**

F25F4B0B-C9FF-419A-90A7-01AC...



**Description**

DSC - 2nd Floor Drywall Installation

**Taken Date**

11/23/2022 at 09:17 am

**Uploaded By**

Jack Carlson

**Upload Date**

11/23/2022 at 09:17 am

**File Name**

CFD71145-2225-45FF-BC63-7AC5...



**Description**

DSC - Exterior Sheathing Installation

**Taken Date**

11/28/2022 at 09:05 am

**Uploaded By**

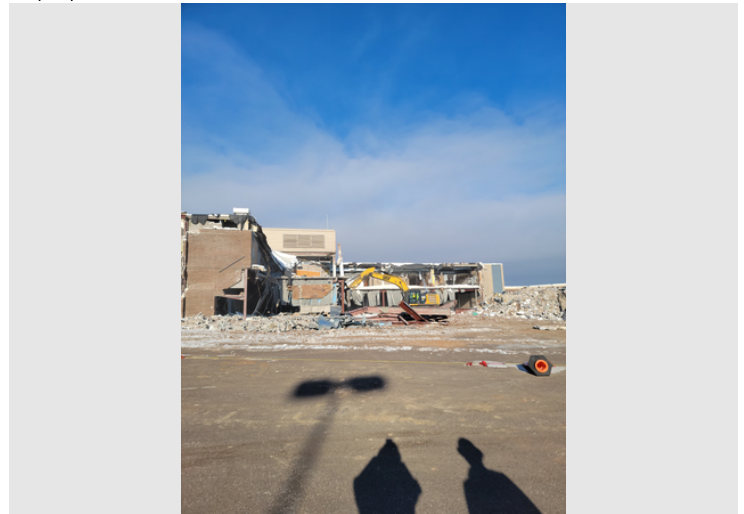
Jason Johnson

**Upload Date**

11/28/2022 at 09:05 am

**File Name**

DCFD946-93F7-4B3B-923C-F26...



**Description**

Central HS Demolition - East Side

**Taken Date**

11/21/2022 at 10:01 am

**Uploaded By**

Donny Hines

**Upload Date**

11/23/2022 at 09:13 am

**File Name**

20221121\_100101.jpg



**Description**

Central HS Demolition - Southeast Side

**Taken Date**

11/21/2022 at 09:58 am

**Uploaded By**

Donny Hines

**Upload Date**

11/23/2022 at 09:14 am

**File Name**

20221121\_095857.jpg



**Description**

Bus Garage Siding Installation

**Taken Date**

11/18/2022 at 01:07 pm

**Uploaded By**

Nathan Norton

**Upload Date**

11/18/2022 at 01:08 pm

**File Name**

70F9AB2E-9955-4020-86CB-46E0...



**Description**

DSC - 1st Floor Framing Installation

**Taken Date**

11/18/2022 at 02:07 pm

**Uploaded By**

Nathan Norton

**Upload Date**

11/18/2022 at 02:08 pm

**File Name**

5CB3E1DB-2D9F-403D-BFDD-BC1...



**Description**

Storm Water Installation East of DSC

**Taken Date**

11/17/2022 at 02:24 pm

**Uploaded By**

Austin May

**Upload Date**

11/17/2022 at 02:28 pm

**File Name**

0F1DB18B-0737-400D-A414-141...



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • [gregfollmer@gmail.com](mailto:gregfollmer@gmail.com)

December 5, 2022

John Magas  
Superintendent of Schools

David J. Spooner, C.P.E.  
Manger of Facilities

Simone Zunich  
Executive Director of Finance & Business Services

Duluth Public Schools  
215 N 1<sup>st</sup> Ave E  
Duluth, MN 55802

RE: Marketing Update  
800 E Central Entrance "Central High School Property"

**800 E. Central Entrance "Central High School Property"**

- Pending

**Website Advertising**

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

Respectfully,

Greg Follmer  
Broker

**Expenditure Contracts Signed  
November 2022**

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

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

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

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

**DU** = Department Unrestricted (General Fund)

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

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

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Per Mar Security Services	\$1,261.88	Facilities (DR)	Security services for DSC construction site
Per Mar Security Services	\$500.00	Facilities (DR)	Installation of CCTV Video Cradle Point
Per Mar Security Services	\$4,500.00	Facilities (DR)	CCTV Service Agreement – Intelligent Video Monitoring (IVM)
Sinnott Contracting, LLC	\$36,282.00	Facilities (DR)	Replacement of basketball courts at Lowell ES
AIM Electronics	\$23,135.00*	Facilities (DR)	Replacement of Duluth East outdoor baseball scoreboard
Beth Shermoen	\$250.00*	TLE (DR)	Training for staff development day Nov. 7, 2022
Peggy Carlson	\$200.00*	TLE (DR)	Training for staff development day Nov. 7, 2022
Ann Robertson	\$200.00*	TLE (DR)	Training for staff development day Nov. 7, 2022
Brent Wetzel	\$250.00	TLE (DR)	Training for staff development day Nov. 7, 2022
Happy Time Daycare Center	\$3,822.00*	Special Services (DU)	Providing services for student IEP

Happy Time Daycare Center	\$2,205.00*	Special Services (DU)	Providing services for student IEP
Regents of the UofM	\$3,500.00*	Curriculum (DU)	One, full-day workshop on Dec. 7, 2022
Joseph Montano Sr.	\$5,250.00*	Am. Indian Edu (DR)	Providing culturally responsive curriculum and activities
Mary Moose	\$5,250.00*	Am. Indian Edu (DR)	Providing culturally responsive curriculum translations and lesson plans alongside Misaabekong staff
Ian Proulx	\$4,500.00*	Am. Indian Edu (DR)	Cultural drum and singing presentation
Frank Montano	\$2,500.00*	Am. Indian Edu (DR)	Providing cultural opportunities for the Am. Indian Edu Dept., districtwide, through storytelling and music performances
Brian Stillday Jr.	\$6,000.00*	Am. Indian Edu (DR)	Cultural drum and singing presentation
Anya Hulsebus	\$480.00*	Office of Education Equity (DR)	Assisting with implementation of Chinese after school program
Tiffany Fenner	\$375.00*	Office of Education Equity (DR)	Provided six classroom presentations
Chi Ma'iingan	\$540.00*	Office of Education Equity (DR)	Provided three classroom presentations
Chashm Zahra	\$480.00*	Office of Education Equity (DR)	Providing lessons for Chinese after school program
Blackboard   Finalsite	\$1,890.00*	Communications Officer (DR)	Addendum increasing price of new website implementation by \$1,890.00 for a total of \$42,404.27
Frontline Education	\$99,495.00*	Finance (DU)	Purchase of a 5-year budget forecasting model
3 Owls	\$2,500.00*	ECFE   ECSE (DR)	Addendum to increase the total cost for 3 Owls contract – NTE amount was \$4,500.00 and is not at \$7,000.00
Lake Superior College	\$160.00*	ECFE   ECSE (DR)	Room rental for two staff meetings taking place at LSC
3D Institute	\$8,925.00*	East/Denfeld Athletic Directors (DR)	Virtual professional development training for ISD 709 coaches
Wolf Ridge	\$10,320.00*	Lakewood ES (DU)	5 <sup>th</sup> grade field trip for 60 students Feb 13-15, 2023



Booster	\$500.00*	Stowe ES (DR)	Assistance in fundraising (paid for by student activity funds)
Mark Fleischer	\$1,500.00*	East HS (DU)	Sports PA announcer and scoreboard operations
DECC	\$2,820.00*	East HS (DU)	East High School Holiday Concert



Per Mar Security Services  
 1910 E. Kimberly Rd.  
 Davenport, IA 52807  
 (563)359-3200

permarsecurity.com

## Per Mar Security Services Basic Agreement

PER MAR SECURITY AND RESEARCH CORP. ("PER MAR") agrees to furnish CUSTOMER with installation and services described below:

### CUSTOMER INFORMATION

<b>Billing Name ("CUSTOMER"):</b> ISD #709 Duluth Public Schools <b>Billing Address:</b> 4210 Airpark Blvd  <b>Billing City, State, ZIP:</b> Duluth MN 55811 <b>Contact Name:</b> Dave Spooner <b>Phone Number:</b> 2183430275	<b>Site Name ("Premises"):</b> ISD #709 Duluth Public Schools - Facilities Management <b>Site Address:</b>  802 E Central Entrance <b>Site City, State, ZIP:</b> Duluth MN 55811-5 <b>Email Address:</b> david.spooner@isd709.org <b>Salesperson:</b> David Corder
--	--

### EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")

The following Equipment to be PER MAR Owned or CUSTOMER Owned under this Agreement:  Burglary - PER MAR Owned Fire - PER MAR Owned	The following Services to be provided under this Agreement:  Monitoring Open/Close with Schedule Radio Supervisory Other: Test Time Reports, Service on panel
---	---

### INSTALLATION PRICE AND PAYMENT SUMMARY

<b>Total Installation Price:</b> \$1,261.88 (Plus applicable taxes)  <b>Deposit Due at Signing:</b> \$0.00  <b>Balance Due Upon Completion:</b> \$1,261.88  PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.	<b>Monthly Service Charge:</b> \$105.00 (Plus applicable taxes)  <b>Initial Term:</b> 12 Months  <b>Billing Cycle:</b> Monthly  Monthly service charge is due in advance of each billing cycle.
--	--

### SCOPE OF WORK

1- V128FBPT (Install in Maintenance Closet) 1 - LTE Fire Radio (Connect to Panel for communication) 1 - Zone Expander \* Connect to termination block for all door contacts & fire zones

## Terms & Conditions

1. The term of this Agreement is listed on page 1 and starts on the date Service is operative ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. PER MAR may increase the monthly service charges after the initial term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase.
2. CUSTOMER shall be responsible for sales tax, permits, false alarm fines or other charges relating to the installation of Equipment or the Services provided under this Agreement assessed by any governmental body.
3. A late fee of one and one-half percent (1.5%) per month will be applied to balances over thirty (30) days from invoice date. CUSTOMER is responsible for all collection costs incurred for unpaid bills, including reasonable attorney's fees.
4. When this Agreement includes inspection/testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm, Monday through Friday) unless specifically stated otherwise under Services provided area.
5. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of PER MAR.
6. When this Agreement includes cellular communicator futureproof protection, PER MAR will replace the cellular communicator as technology changes at no costs to CUSTOMER. When this Agreement includes cellular communication futureproof protection with batteries, PER MAR will also provide free batteries on panel and wireless sensors. CUSTOMER may also request one (1) inspection by PER MAR technician every twelve (12) months at no charge when cellular communicator futureproof protection is included herein.
7. CUSTOMER authorizes PER MAR to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. If any inspection bureau, any other authority having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. PER MAR is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
8. When this Agreement includes the use of a digital, internet or cellular/radio communicator for transmitting signals to a monitoring center, the CUSTOMER understands that a communicator uses standard telephone lines, internet service or cellular/radio towers for sending signals, and that the monitoring center will not receive signals when the transmission mode is cut, interfered with, shut down, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone, internet and service charges for internet and telephone lines, and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. PER MAR shall not be obligated to perform monitoring Services hereunder during any time when telephone lines, internet or cellular/radio towers are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER's premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify PER MAR of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any PER MAR Service Agreement. PER MAR recommends an alternate method of communication be added to the System.
9. If CUSTOMER defaults on the terms of this Agreement or cancels this Agreement before the end of the initial term, the balance of the amount due for the unexpired term will be immediately due and payable to PER MAR. CUSTOMER shall be liable for attorney's fees and costs incurred by PER MAR to enforce this Agreement. If CUSTOMER defaults or cancels this Agreement, PER MAR shall have no further obligation to perform under this Agreement and may remove any PER MAR owned equipment or alternately abandon all or any portion of the System.
10. PER MAR hereby warrants to CUSTOMER that the System will be installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, PER MAR will replace or repair the defective part without charge. This warranty is not assignable. This warranty does not cover any damage to the System caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than PER MAR, or any other cause other than normal wear and tear. **PER MAR MAKES NO IMPLIED OR OTHER EXPRESS WARRANTY AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** PER MAR does not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. Per Mar is not liable for consequential or incidental damages.
11. PER MAR, its representatives, successors, assigns, suppliers and/or the manufacturers of the Equipment used by PER MAR (collectively "PER MAR/SUPPLIERS") are not insurers. Payments provided under this Agreement are based solely on the value of the System set forth herein and are unrelated to the value of CUSTOMER's property or value of the contents thereon. PER MAR/SUPPLIERS shall not be responsible for and are released from all loss, damage or expense due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to, or receive any data at, the monitoring center) or the response time of third party emergency personnel. CUSTOMER agrees that if PER MAR/SUPPLIES is found liable for loss or damage due to failure of PER MAR/SUPPLIERS to perform any of the obligations herein, such liability shall be limited to the maximum sum of the greater of one thousand dollars (\$1,000.00) or the amount due PER MAR from CUSTOMER for the first one (1) year for Services under this Agreement collectively for PER MAR/SUPPLIERS. The provisions herein shall be the sole and exclusive remedy of CUSTOMER for any such liability of PER MAR/SUPPLIERS and CUSTOMER hereby waives all statutory, common law and other claims and remedies with respect thereto. The limitations of liability herein is reflected in the pricing of the System to be provided by PER MAR to CUSTOMER hereunder. CUSTOMER may obtain a higher limitation of liability from PER MAR by paying an additional fee to PER MAR. Agreeing to a higher limitation of liability does not mean that PER MAR/SUPPLIERS are insurers.
12. CUSTOMER agrees to indemnify, defend and hold harmless PER MAR/SUPPLIERS, from any loss, cost or expense, including reasonable attorneys' fees and costs, on account of any claim for economic losses, personal injury, including death, or property damage (real or personal) by any person or entity not a party to this Agreement arising out of or in connection with the operation or nonoperation of the System.
13. It is the responsibility of the CUSTOMER to maintain insurance covering risk of damage to CUSTOMER's premises and all property therein/thereon. CUSTOMER hereby releases PER MAR/SUPPLIERS for all losses, damages, claims, suits, legal proceedings and expenses ("Suit"): (i) covered by CUSTOMER's insurance policies; (ii) policy deductibles, copay percentage, or related limits; (iii) in excess of amounts paid by CUSTOMER's insurance; and (iv) due to underinsurance. As an inducement to PER MAR to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER's insurance company shall not have any right to subrogation against PER MAR/SUPPLIERS.
14. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. The CUSTOMER agrees that any Suit against PER MAR/SUPPLIERS must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. CUSTOMER waives the right to bring any class action against PER MAR/SUPPLIERS.





**SECURITY SERVICES**

Since 1953

Per Mar Security Services  
1910 E. Kimberly Rd.  
Davenport, IA 52807  
(563)359-3200

permarsecurity.com

## Per Mar Security Services Basic Agreement

PER MAR SECURITY AND RESEARCH CORP. ("PER MAR") agrees to furnish CUSTOMER with installation and services described below:

### CUSTOMER INFORMATION

**Billing Name ("CUSTOMER"):**  
ISD #709 Duluth Public Schools  
**Billing Address:**  
215 N 1st Ave E  
**Billing City, State, ZIP:**  
Duluth MN 55802  
**Contact Name:**  
Dave Spooner  
**Phone Number:**  
2183430275

**Site Name ("Premises"):**  
ISD #709 - STC Main IVM  
**Site Address:**  
802 E Central Entrance  
**Site City, State, ZIP:**  
Duluth MN 55811-5  
**Email Address:**  
david.spooner@isd709.org  
**Salesperson:**  
David Corder

### EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")

The following Equipment to be PER MAR Owned or CUSTOMER Owned under this Agreement:

The following Services to be provided under this Agreement:

CCTV/Video - PER MAR Owned

CCTV Service Agreement  
Other: Video Cradle Point

### INSTALLATION PRICE AND PAYMENT SUMMARY

Total Installation Price: \$500.00  
(Plus applicable taxes)

Monthly Service Charge: \$125.00  
(Plus applicable taxes)

Deposit Due at Signing: \$0.00

Initial Term: 6 Months

Balance Due Upon Completion: \$500.00

Billing Cycle: Monthly

PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.

Monthly service charge is due in advance of each billing cycle.

### SCOPE OF WORK

Additional notes: Cradle Point for STC IVM Camera Customer has Wi-Fi; No Devices needing Remote Viewing: 1 Existing building: Yes - Under Construction New construction: No Ceiling type: Open Server type: Machine On-Site System currently operational: No Sales rep: David Corder Customer/Business name: ISD #709 Duluth Public Schools Site contact: Dave Spooner Site contact phone: 2183430275 Site contact e-mail: david.spooner@isd709.org Site address: ISD #709 - STC Main IVM 802 E Central Entrance Duluth MN 55811-5541 Sale type: New System type: CCTV Lift equipment needed: 12 ft Ladder Site work orders: 1

15. This instrument contains the entire Agreement between CUSTOMER and PER MAR with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of PER MAR, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by PER MAR in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND PER MAR to be binding.
18. PER MAR shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

**NOTICE OF RIGHT TO CANCEL (for residential customers only)**

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by PER MAR of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to PER MAR at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the instructions of PER MAR regarding the return shipment of the goods at PER MAR'S expense and risk. If you make the goods available to PER MAR and PER MAR does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PER MAR, or if you agree to return the goods to PER MAR and fail to do so, then you remain liable for performance of all obligations under this Agreement.

**CUSTOMER ACCEPTANCE**

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

DocuSigned by:

Signed: <u>John Magas</u>	<u>Superintendent</u>	<u>8/18/2022</u>
SIGNATURE	TITLE	DATE

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: Susan M Richards Date: 9/1/2022

System installed and operative this 30th day of September, 2022

DS  
LS



# SECURITY SERVICES

Since 1953

Per Mar Security Services  
1910 E. Kimberly Rd.  
Davenport, IA 52807  
(563)359-3200

permarsecurity.com

## Per Mar Security Services Basic Agreement

PER MAR SECURITY AND RESEARCH CORP. ("PER MAR") agrees to furnish CUSTOMER with installation and services described below:

### CUSTOMER INFORMATION

<b>Billing Name ("CUSTOMER"):</b> ISD #709 Duluth Public Schools	<b>Site Name ("Premises"):</b> ISD #709 - STC Main IVM
<b>Billing Address:</b> 215 N 1st Ave E	<b>Site Address:</b> 802 E Central Entrance
<b>Billing City, State, ZIP:</b> Duluth MN 55802	<b>Site City, State, ZIP:</b> Duluth MN 55811-5
<b>Contact Name:</b> Dave Spooner	<b>Email Address:</b> david.spooner@isd709.org
<b>Phone Number:</b> 2183430275	<b>Salesperson:</b> David Corder

### EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")

The following Equipment to be PER MAR Owned or CUSTOMER Owned under this Agreement:	The following Services to be provided under this Agreement:
CCTV/Video - CUSTOMER Owned	CCTV Service Agreement Intelligent Video Monitoring (IVM) Monitoring

### INSTALLATION PRICE AND PAYMENT SUMMARY

<b>Total Installation Price:</b> (Plus applicable taxes)	<b>\$4,500.00</b>	<b>Monthly Service Charge:</b> (Plus applicable taxes)	<b>\$185.00</b>
<b>Deposit Due at Signing:</b>	<b>\$0.00</b>	<b>Initial Term:</b>	<b>24 Months</b>
<b>Balance Due Upon Completion:</b>	<b>\$4,500.00</b>	<b>Billing Cycle:</b>	<b>Monthly</b>
PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.		Monthly service charge is due in advance of each billing cycle.	

### SCOPE OF WORK

Additional notes: Commercial Intelligent Video Monitored CCTV System - Additional Cam 1 - OpenEye 4TB Recorder 1 - Sightlogix Thermal Cameras (See Map) 1 - Wall Brackets 1 - Speaker \*System will be installed at STC Main to over look E Parking lot near Old Central High Customer has Wi-Fi: No Devices needing Remote Viewing: 1 Existing building: Yes - Under Construction New construction: No Ceiling type: Open Server type: Machine On-Site System currently operational: No Sales rep: David Corder Customer/Business name: ISD #709 Duluth Public Schools Site contact: Dave Spooner Site contact phone: 2183430275 Site contact e-mail: david.spooner@isd709.org Site address: ISD #709 - STC Main IVM 802 E Central Entrance Duluth MN 55811-5541 Sale type: New System type: Intelligent Video Monitor Lift equipment needed: 12 ft Ladder Site work orders: 1



15. This instrument contains the entire Agreement between CUSTOMER and PER MAR with respect to the transactions described herein and supersedes all previous agreements, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
16. This Agreement is not assignable by CUSTOMER except upon the written consent of PER MAR, which shall not be unreasonably withheld. This Agreement or any portion thereof is assignable by PER MAR in its sole discretion.
17. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by CUSTOMER AND PER MAR to be binding.
18. PER MAR shall not be liable for any loss, damage, or delay in delivery due to acts of God or causes beyond its reasonable control including acts of CUSTOMER, acts of civil or military authority, fires, strikes, floods, pandemics, epidemics, quarantine restrictions, riots, or inability due to causes beyond its reasonable control, whether foreseeable or not.
19. The parties hereto acknowledge and agree that: (i) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement, and (ii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
20. If this Agreement terminates for any reason, the provisions of paragraphs 9 through 20 shall survive indefinitely.

**NOTICE OF RIGHT TO CANCEL (for residential customers only)**

You may cancel this transaction without any penalty or obligation within THREE (3) business days from this Agreement made date on the first page of the Agreement. If you cancel, any property traded in, any payments made by you under the Agreement or sale, and any negotiable instrument executed by you under the Agreement or transaction, will be returned within TEN (10) business days following receipt by PER MAR of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to PER MAR at your location in substantially as good condition as when received, any goods delivered to you under this Agreement or transaction sale, or you may, if you wish, comply with the instructions of PER MAR regarding the return shipment of the goods at PER MAR'S expense and risk. If you make the goods available to PER MAR and PER MAR does not pick them up within TWENTY (20) days of the date of your notice of cancellation; you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to PER MAR, or if you agree to return the goods to PER MAR and fail to do so, then you remain liable for performance of all obligations under this Agreement.

**CUSTOMER ACCEPTANCE**

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

DocuSigned by:

*John Magas*

RC3EFAZAD8E9C4DE

Signed:

Superintendent

8/18/2022

SIGNATURE

TITLE

DATE

Approved:

PER MAR SECURITY AND RESEARCH CORP.

Signed: *Hope M Newton* Date: 8/26/2022

System installed and operative this 30th day of September, 2022

DS  
LS

# Sinnott Contracting, LLC

PO Box 16205  
Duluth, MN 55816

Phone: (218) 626-1822  
Fax: (218) 740-3465

<b>To:</b> Duluth Public School IDS 709	<b>Contact:</b> Dave Spooner
<b>Address:</b> 215 North 1st Avenue E Duluth, MN	<b>Phone:</b> 218-343-0275
<b>Project Name:</b> Lowell Courts	<b>Bid Number:</b>
<b>Project Location:</b> 2000 Rice Lake Road, Duluth, MN	<b>Bid Date:</b> 8/4/2022

**Thank you for the opportunity to quote on your project.**

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove Existing Blacktop, Furnish/Install 12" CV Class #5 With Geotextile Fabric, Furnish/Install 3.0" Compacted MN Spec Bituminous	2,444.00	SF	\$9.25	\$22,607.00
2	Layout And Stripe 2.0" Court Lines	1.00	LS	\$800.00	\$800.00
3	Site Restoration	1.00	LS	\$1,500.00	\$1,500.00
4	Hoop Installation, Hoops Provided By Others	1.00	LS	\$2,600.00	\$2,600.00
<b>Total Price for above Items:</b>					<b>\$27,507.00</b>

**Concrete Sidewalk Contingency**

5	Remove/Replace Concrete Sidewalk Contingency	45.00	SY	\$195.00	\$8,775.00
<b>Total Price for above Concrete Sidewalk Contingency Items:</b>					<b>\$8,775.00</b>

**Total Bid Price: \$36,282.00**

**Notes:**

- "ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE"
- All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Sinnott Blacktop, LLC will not be held liable for damage caused by weather, unlocated power wires, or heavy equipment crossing existing pavements or concrete.

**Payment Terms:**

All overruns to be paid at the unit price above.  
Sinnott Contracting, LLC. proposal shall become an integral document to any subcontract agreement.

This quote is effective for 2022 Season only if signed and returned to our office within fifteen days after Quote Date.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: <u>John Magas</u> Signature: <u><i>John Magas</i></u> Date of Acceptance: <u>8/18/2022</u></p>	<p><b>CONFIRMED:</b> <b>Sinnott Contracting, LLC</b></p> <p>Authorized Signature: <u><i>Jon Mercier</i></u> Estimator: Jon Mercier JonM@sinnottblacktop.com 8/18/2022</p>
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DocuSigned by:  
*Laurie Smith-Tremble*  
8B83FDEBB04F4D8...



10250 Valley View Road, Suite 147  
Eden Prairie, MN 55344

Phone: 952-941-9830  
Web: www.aimtele.com

David J. Spooner,  
Shawn Roads,

Duluth East High School  
Price Quotation  
October 17, 2022

**Daktronics Outdoor Baseball Scoreboard**

DESCRIPTIONS	Quant.	Unit.	Total
1. Daktronics BA-2030-21 (LED) Deluxe Baseball Scoreboard. Includes AS-5010 console controller, border stripe, Wireless control, battery pack, team name And carry case. Size (6'-6" h x 20' w x 8" d)	1	13,250	\$13,250
2. ID/Sponsor panel 30"H x 20"W non backlit Includes initial artwork with order.	1	2,105	2,105
Shipping			850
Installation and training*			6,425
<b>Total</b>			<del>\$22,630</del>

*W/ Blue tooth option \$23,135.00 off*

\*Prices includes removal of existing scoreboard, adding extensions to existing pole, mounting new scoreboard on existing poles, mounting panel, test out and training.  
School responsible for existing structure supporting new scoreboard.  
Electrical disconnect and reconnect is responsibility of customer and must be installed by licensed electrician.

**\*Options**

MX-1 Blue Tooth control \$505

**Other Information**

Warranty (5) five years

Lead time (24-26) weeks

\* Payment 30% with order; balance due net (30) thirty days

Prices valid (60) sixty days

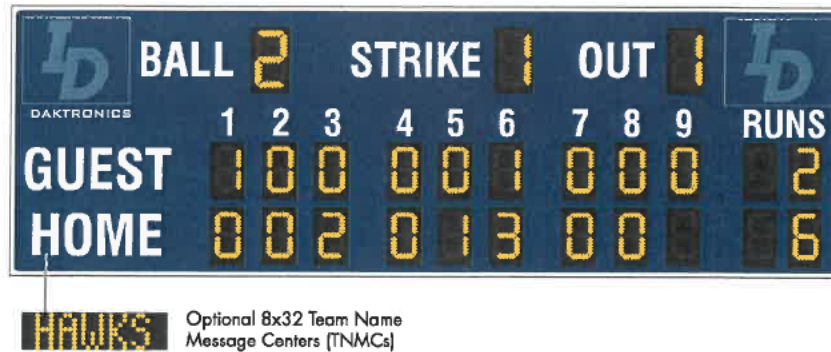
\* Prices do not include MN State and City Sales Taxes

\* Sales Taxes will be added to invoices unless ST-3 Forms are provided at time of order

Brian Grandstrand  
AIM Electronics, Inc.

Simone Zunich  
Duluth Public Schools Executive Director

# DAKTRONICS BA-2030 PRODUCT SPECIFICATIONS



This outdoor LED baseball/softball scoreboard displays HOME and GUEST team scores for up to nine innings, total RUNS to 99, BALL to three, STRIKE to two and OUT to two. Scoreboard shown with optional striping and amber PanaView® digits.

		VINYL CAPTIONS (STANDARD)	TNMCs & VINYL CAPTIONS
<b>POWER (120 VAC)*</b>	Red/Amber Digits	230 Watts, 2.0 Amps	300 Watts, 2.5 Amps
	White Digits	500 Watts, 4.2 Amps	660 Watts, 5.5 Amps
<b>UNCRATED WEIGHT</b>		600 lb (272 kg)	680 lb (308 kg)
<b>DIMENSIONS</b>		6'-6" H x 20'-0" W x 8" D (1.98 m, 6.10 m, 203 mm)	

\*Scoreboard requires a dedicated circuit. Models with 240 VAC power at half the indicated amperage are also offered (International Use Only).

## DIGITS

- BALL, STRIKE and OUT digits are 18" (457 mm) high. All other digits are 15" (381 mm) high.
- Select red, amber, or white LED digits. Scoreboard may instead have mixed LED digit colors (see [DD1965467](#)).
- Scoreboard features robust weather-sealed digits (see [DD2495646](#)).
- Digits may be dimmed for night viewing.

## DISPLAY COLOR

Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

## CONSTRUCTION

Alcoa aluminum alloy 5052 for excellent corrosion resistance

## CAPTIONS

- HOME and GUEST captions are 12" (305 mm) high. BALL, STRIKE and OUT captions are 10" (254 mm) high. All other captions are 8" (203 mm) high.
- Standard captions are vinyl, applied to the display face.
- Optional TNMCs are 10.6" (269 mm) high.

## PRODUCT SAFETY APPROVAL

ETL-listed to UL 48, tested to CSA standards, and CE-labeled

## OPERATING TEMPERATURES

- Display: -22° to 122° Fahrenheit (-30° to 50° Celsius)
- Console: 32° to 130° Fahrenheit (0° to 54° Celsius)

[WWW.DAKTRONICS.COM](http://WWW.DAKTRONICS.COM) E-MAIL: [SALES@DAKTRONICS.COM](mailto:SALES@DAKTRONICS.COM)

201 Daktronics Drive, PO Box 5128, Brookings, SD 57006  
 Phone: 1-800-325-8766 or 605-692-0200 Fax: 605-697-4746  
 DD2467046 091420 Page 1 of 7



# DAKTRONICS BA-2030 PRODUCT SPECIFICATIONS

CONTROL CONSOLE	CONTROL OPTIONS
<p><b>All Sport® 5000</b> (see <a href="#">SI-03991</a>)</p>	<p><b>Wired (standard):</b> Two-pair shielded cable of 22 AWG minimum is required. A cover plate with mounted connector and standard 2" x 4" x 2" (51 mm x 102 mm x 51 mm) outlet box is provided. Connector mates with signal cable from control console.</p> <hr/> <p><b>Wireless (optional):</b> 2.4 GHz spread spectrum radios feature 64 non-interfering channels and 8 broadcast groups (see <a href="#">SI-04370</a>).</p>
<p><b>DAK Score &amp; MX-1</b> (see <a href="#">DD3888368</a>)</p>	<p>CUSTOMER-SUPPLIED mobile device or tablet with DAK Score app installed communicates via <b>Bluetooth®</b> wireless technology to an MX-1 Interface Box that controls the scoreboard through 2.4 GHz radio or wired connection.</p>

## MOUNTING

Scoreboard is typically mounted on two vertical beams or poles. Hardware to mount scoreboard on two beams is included; hardware for more beams is at additional cost. Standard mounting uses I-beam clamps. Optional mounting method using angle brackets is also offered; maximum beam width is 12" (305 mm) and maximum beam depth is 22" (559 mm). Refer to attached drawings for more information on mounting methods.

## SERVICE ACCESS

Digit panels and electronics are serviced from the front of the scoreboard.

## GENERAL INFORMATION

Scoreboard provides scoring capabilities for two teams. 100% solid state electronics are housed in an all aluminum cabinet. Scoreboard is shipped in one section. Scoreboard power is to be provided on a dedicated circuit to prevent loss of game information due to failure of another component on the circuit. Specifications and pricing are subject to change without notice.

## OPTIONS & ACCESSORIES

- Scoreboard border striping
- Multiple caption and striping colors (see [DD2101644](#))
- Team name caption in place of HOME \*
- Team names on changeable panels \*
- Programmable Team Name Message Centers (see [DD1696958](#))
- Two 2'-1" (635 mm) tall x 2'-7" (787 mm) wide logo/ sponsor areas. Copy is applied to the display face.
- Individual digit protective screens (see [SI-04939](#))
- Protective netting (see [DD2690927](#))
- Optional angle bracket mounting method
- Advertising/identification panels
- Decorative accents
- Electronic message centers and video displays in multiple sizes

\* Not available with TNMCs

## ADVERTISING/IDENTIFICATION PANELS

### Backlit & Non-Backlit:

- 1'-6" H x 20'-0" W (457 mm, 6.10 m)
- 2'-0" H x 20'-0" W (610 mm, 6.10 m)
- 2'-6" H x 20'-0" W (762 mm, 6.10 m)
- 3'-0" H x 20'-0" W (914 mm, 6.10 m)

For additional non-backlit panel sizes, see [SI-03761](#).

## FOR ADDITIONAL INFORMATION

- Installation Specifications: DWG-1157190 (attached)
- Standard I-beam Mounting: DWG-1052565 (attached)
- LVX I-Beam Mounting: DWG-3918361 (attached)
- Optional Pole Mounting: DWG-1048184 (attached)
- Component Locations: DWG-1125034 (attached)
- Architectural Specifications: See [DD2467060](#)

The Bluetooth® word mark and logos are registered trademarks owned by the Bluetooth SIG, Inc. and any use of such marks by Daktronics, Inc. is under license.

[WWW.DAKTRONICS.COM](http://WWW.DAKTRONICS.COM) E-MAIL: [SALES@DAKTRONICS.COM](mailto:SALES@DAKTRONICS.COM)

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Martin Senour® is a registered trademark of its owner.  
DD2467046 091420 Page 2 of 7 Copyright © 2013-2020 Daktronics, Inc.



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**Fwd: Letter of Intent (Duluth East Baseball)**

1 message

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**David Spooner** <david.spooner@isd709.org>

Thu, Nov 10, 2022 at 11:19 AM

To: Simone Zunich <simone.zunich@isd709.org>

Cc: Brett Mensing <brett.mensing@isd709.org>, Kimberly LeDoux <Kimberly.Ledoux@isd709.org>

Hello,

Please find attached the letter of intent for funding the extra cost for the "better" or the desired scoreboard.

Thanks!

Dave

**David J. Spooner, C.P.E.**

**Manager of Facilities**

Mail to: 4316 Rice Lake Road, Suite 108 | Duluth, MN 55811

Phone: 218.336.8700 X-3232 - Cell: 218.343.0275



----- Forwarded message -----

From: **Shawn Roed** <shawn.roed@isd709.org>

Date: Thu, Nov 10, 2022 at 10:11 AM

Subject: Fwd: Letter of Intent (Duluth East Baseball)

To: David Spooner <david.spooner@isd709.org>, Christopher Siljendahl <christopher.siljendahl@isd709.org>

----- Forwarded message -----

From: **Maglina Lubovich** <maglina.lubovich@gmail.com>

Date: Thu, Nov 10, 2022 at 9:52 AM

Subject: Letter of Intent (Duluth East Baseball)

To: shawn.roed@isd709.org <shawn.roed@isd709.org>

Hi, Shawn:

Please accept this email as our letter of intent on behalf of the Duluth East Baseball Booster Club, confirming that we will pay \$12,080 plus options for the new scoreboard when it is installed.

Thank you,  
Maglina Lubovich  
Booster Club Rep.  
Duluth East Baseball

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

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 24th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Beth Shermoen, 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 October 24, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for two (2) presentations, 60 minutes each, groups to include: paraprofessional staff. The topic will be:

*Student Stress, Trauma and Triggers  
Behavior is a message... Our Response Matters*

The breakout sessions will be

11:40 - 12:50 pm Session 1

1:00 - 2:10 pm Session 2

**3. Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred fifty and 00/100) for two presentations. District agrees to reimburse the contractor for mileage to and from International Falls at the current Internal Revenue Service rate.

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: Heather Harvick, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

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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.

Beth Sheromoen W/22  
 Contractor Signature - Beth Sheromoen SSN/Tax ID Number Date  
Anthony Bonds 11/9/22  
 Program Director - Anthony Bonds 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

Emme Zuni 11/14/22  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Peggy Carlson, 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 October 20, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

### 2. Performance.

Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for five (5) presentations, 30 minutes each, groups to include: Paraprofessional staff. The title of the breakout sessions will be *Taking Care of Yourself through Pilates*, this Professional Development may include techniques on Self Care and Mental Health.

The breakout schedule sessions for the day is as follows:

Mini Session 1: 11:40 - 12:10 pm

Mini Session 2: 12:20 - 12:50 pm

Mini Session 3: 1:00 - 1:30 pm

Mini Session 4: 1:40 - 2:10 pm

Mini Session 5: 2:20 - 2:50 pm

### 3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$200 (two hundred and 00/100) plus mileage at the current Internal Revenue Rate of .625 per mile.

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: Heather Harvick, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

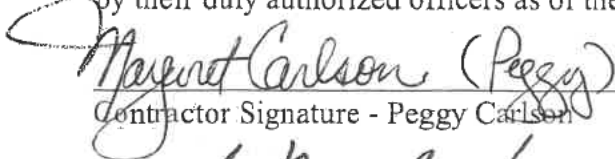

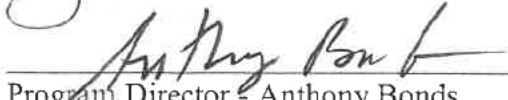
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature - Peggy Carlson            11/2/22  
 SSN/Tax ID Number      Date  
  
 Program Director - Anthony Bonds      11/9/22  
 Date

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

01	E	005	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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair      11/14/22  
 Date



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 3rd Day of November, by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Roberston, 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 November 3, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. The performance will include two (2) 60 minute sessions, and one 30 minutes session on *Yoga for our Paraprofessionals*. The breakout schedule sessions for the day is as follows:

Block #1 11:40 am - 12:40 pm

Block #2 1:00 pm - 2:00 pm

Block #3 Mini Session 5: 2:20 pm - 2:50 pm

This session will be limited to twelve participants at each session. The contractor will provide all necessary equipment for the participants, including handouts.

**3. Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$200 (two hundred and 00/100).

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: Heather Harvick, 4316 Rice Lake Rd, Suite 103, 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)

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**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.

Ann M. Robertson [Redacted] Nov 3, 2022  
 Contractor Signature - Ann Robertson SSN/Tax ID Number Date

Anthony Bonds \_\_\_\_\_ Nov 9, 2022  
 Program Director - Anthony Bonds 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

Emme Zund \_\_\_\_\_ 11/14/22  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th Day of October, by and between Independent School District #709, a public corporation, hereinafter called District, and Brent Wetzel, 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 October 15, 2022, and shall remain in effect until November 7, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

### 2. Performance.

Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on November 7, 2022 at East High School. This opportunity will be for three (3) presentations, 60 minutes each, groups to include: Paraprofessional staff. The title of the breakout sessions will be Flurning - Incorporating Play into Learning.

The breakout schedule sessions for the day is as follows:

11:40 - 12:40 pm Breakout session 1

12:40 - 12:50 Break

12:50 - 1:50 pm Breakout session 2

1:50 - 2:00 pm Break

2:00 - 3:00 pm Breakout session 3

### 3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred fifty and 00/100) for all three presentations and all materials necessary for the sessions.

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: Heather Harvick, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

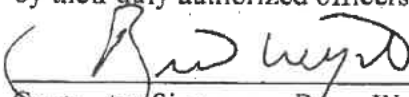
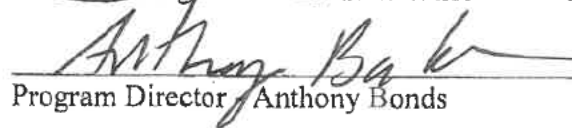
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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

  
 Contractor Signature - Brent Wentzel      SSN/Tax ID Number [REDACTED]      Date 10/15/22  
  
 Program Director Anthony Bonds      Date 11/9/22

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

**This contract is funded by either:**

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

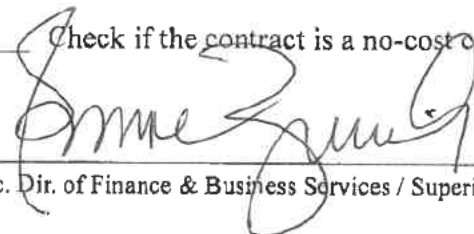
**Please check the appropriate line below:**

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair      Date 11/14/22

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9th day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Happy Time Daycare Center, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 14, 2022 and shall remain in effect until June 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 203 N 25th Ave W, Duluth, MN 55806.

The approximate date the service will begin is November 14, 2022 and shall not extend beyond June 2, 2023; the contract not to exceed a total of 72 Days (attending 3 days per week. The District will pay 3 days per week @ \$147.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$147.00 per week and \$3,822.00 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Happy Time Daycare Center at 203 N 25th Ave W, Duluth, MN 55806.

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**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.

Kallei M. Thomas  
Contractor Signature

91-0956465  
SSN/Tax ID Number

11/15/22  
Date

John Case  
Program Director

11/10/22  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

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

11/14/22  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 27th day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Happy Time Daycare Center, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 7, 2022 and shall remain in effect until March 2, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 203 N 25th Ave W, Duluth, MN 55806.

The approximate date the service will begin is October 7, 2022 and shall not extend beyond March 2, 2023; the contract not to exceed a total of 40 Days (attending 3 days per week. The District will pay 3 days per week @ \$147.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811 on the 15th of each month for the preceding month.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history

background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$147.00 per week and \$2,205.00 in total.

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

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

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

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

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

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



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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Happy Time Daycare Center at 203 N 25th Ave W, Duluth, MN 55806.

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**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**





**Regents of the University of Minnesota ("University")  
Short Form Services Agreement**

<b>Department Name:</b> Center for Applied Research and Educational Improvement		<b>Customer Name:</b> Duluth Public Schools; ISD 709
<b>Customer Address:</b> 4316 Rice Lake Rd., Suite 108; Duluth, MN 55811		
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b> nd.cindy.upton@isd709.org
<b>Dept. ID No.:</b> 11250	<b>I/ESAF No.:</b> 1696	(No contract assigned) Do not send to External Sales)
<b>Term Start Date:</b> October 28, 2022		<b>Term End Date:</b> December 7, 2022
<b>Description of Services:</b> One, full-day workshop on December 7, 2022, 8:00 a.m. - 3:00 p.m., covering PRESS tier 2 intervention review and progress monitoring (one presenter; max 50 participants). Additional materials fees for PRESS resources (PRESS Intervention Manual, \$75 each and PRESS Community Website Subscription, \$75 each) will be billed as needed.		
<b>Provide details and pricing (or enter "see attached Exhibit A"):</b> \$3,500 presentation and travel fees		
<b>Check One:</b> Single Sale <input checked="" type="checkbox"/> Repeating/Multiple Sale <input type="checkbox"/>		
		<b>Price per Service:</b> \$3,500.00
		<b>Sales and Use Tax (if applicable):</b> \$
		<b>TOTAL Compensation:</b> \$3,500.00

**1. What the University Will Provide.** Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

**2. What You Will Receive.** You will receive a service, a report indicating the results of your requested services and/or the materials described above.

**3. Exclusive Terms and Conditions.** These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initialed by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

**4. Ownership of Materials and Presentation.** With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

**5. Disclaimer of Warranty and Liability.** WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER,

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University

Customer

Signature: \_\_\_\_\_

Signature: 

INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

**6. Indemnification and Insurance.** You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than \$1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

**7. Applicable Law and Jurisdiction.** Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

**8. Use of University Name.** Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

Print Name: Kim Gibbons

Title: Director

Date:

Print Name: Simone Zunich, Exec. Dir. Of

Title: Finance and Business Services

Date: 11/7/22

## Budget Code

01 E 012 030 000 305 030

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr. , 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as organizing the round dance, moccasin game teachings and hand drum workshops.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of \$75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 \$.62/mile

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public

Schools, Attn: American Indian Education Office 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: **Joseph Montano Sr.**; 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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

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

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

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

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

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

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

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

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

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss



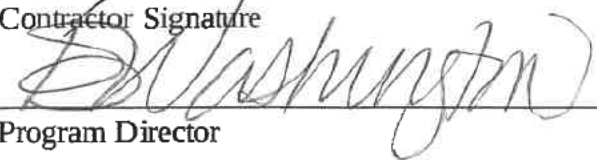


of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number  Date 11-7-2022  
  
 Program Director \_\_\_\_\_ Date 11/7/2022

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 11/8/22

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of November 2022 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Moose, 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** Contractor will utilize their unique knowledge and perspective as first language speaker of Ojibwemowin to provide culturally responsive curriculum translations and lesson plans alongside the Misaabekong staff.

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of \$75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 \$.62/mile

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office 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: **Mary Moose; 42858 Crooked Creek Rd. Hinckley MN. 55137**

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.



May Moore  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date \_\_\_\_\_  
[Signature]  
 Program Director \_\_\_\_\_ Date 11/7/2022

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	105	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[Signature]  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 11/8/22

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of October, 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Ian Proulx, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 10, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 75.00 hourly and \$ 4500.00 in total.

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



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

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

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

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

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

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

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

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

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

Department

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)  
3140 Ditchbank Rd. Cloquet, MN 55720

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

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

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

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

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

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

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

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

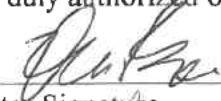
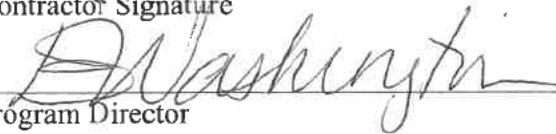
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 10/28/22  
  
 Program Director \_\_\_\_\_ Date 11/2/2022

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

01	E	005	605	510	303	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 11/14/22

Contract Description Attachment for: Ian Proulx / Drummer and Singer

The purpose of the contract is to retain the services of the Drum and singers for cultural presentations. The presentations will support the American Indian Education program plan and goals. Ian Proulx will provide the drum and singing services for cultural presentatians.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of November 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Frank Montano, 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 November 7, 2022, and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide culturally responsive activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as storytelling and music performances.

3. **Background Check.** N/A - *will not be working with students on an individual basis (past practice reviewed)*. Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,500.00 (Two-thousand five hundred dollars) at a rate of \$75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2022/23 \$.62/mile

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office, 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: **Frank Montano** PO Box 305 Bayfield, WI 54814

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.

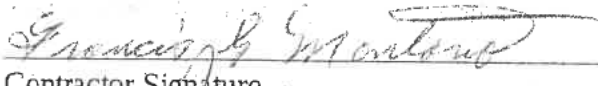
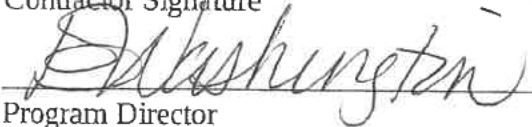
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations 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 [REDACTED] SSN/Tax ID Number 11/9/22 Date  
  
 Program Director 11/10/2022 Date

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

**This contract is funded by either:**

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

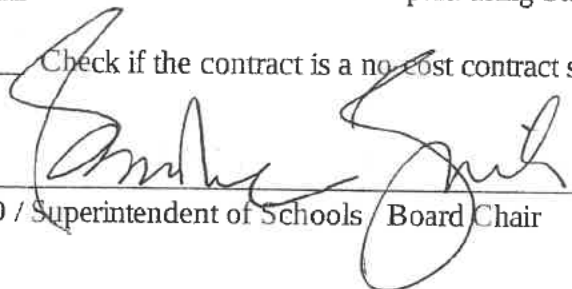
**Please check the appropriate line below:**

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

  
 CFO / Superintendent of Schools Board Chair 11/14/22 Date

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**Re: Contract with Frank Montano**

1 message

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**Binesikwe** <edith.washington@isd709.org>  
To: Brett Mensing <brett.mensing@isd709.org>  
Cc: Olivia Kinsley <olivia.kinsley@isd709.org>

Mon, Nov 14, 2022 at 11:38 AM

Aaniin,

We normally do not do back ground checks for individuals who will not be working independently with students. Frank will be doing all school assemblies or classroom presentations.

On Mon, Nov 14, 2022 at 10:44 AM Brett Mensing <brett.mensing@isd709.org> wrote:

Hi Binesikwe,

Simone and I were reviewing contracts this morning and she had a question on the agreement with Frank Montano.

Is it normal to not go through with a background check for some individuals we contract with?

She's just looking for some additional information before signing the contract.

Any help would be appreciated!

Thanks!

*Brett*

**Brett S. Mensing**

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

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

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

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

***Please note our new address.***

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

--  
**Edye Binesikwe Washington**  
Coordinator of American Indian Education Department  
& Founder of Misaabekong Ojibwe Immersion Program  
[edith.washington@isd709.org](mailto:edith.washington@isd709.org)  
(218)336-8700 ext. 1152

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15th day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Stilday Jr., an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 15, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students) Will not be working independently w/ students*  
Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 100.00 hourly and \$ 6000.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) \_\_\_\_\_ 524 Hammond Ave. Superior WI, 54880 \_\_\_\_\_ .

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

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

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

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

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

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

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

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



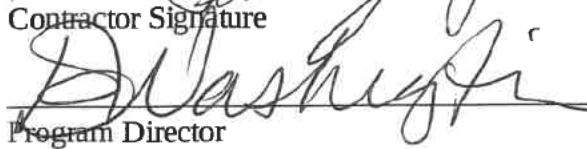
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number  Date 11-15-22  
  
 Program Director \_\_\_\_\_ Date 11/16/2022

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

**This contract is funded by either:**

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

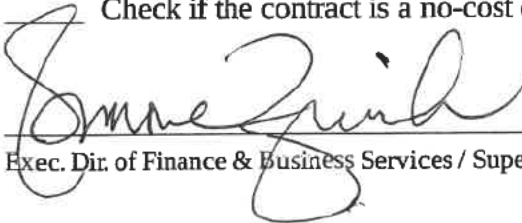
**Please check the appropriate line below:**

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

01	E	005	605	510	303	340
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 11/17/22



Contract Description Attachment for:  
Brian Stilday Jr. / Drummer and Singer

The purpose of the contract is to retain the services of the Drum and singers for cultural presentations. The presentations will support the American Indian Education program plan and goals. Brian Stilday Jr. will provide the drum and singing services for cultural presentaions.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 21 day of October, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and 306 B Oakland Cir Duluth, MN 55812, an independent contractor, hereinafter called Contractor. Anya Hulsebus

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/1/22 and shall remain in effect until 4/29/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 20 hourly and \$ 480 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

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) 306 B Oakland Cir Duluth, MN 55812.

**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.

Amir Hakeem \_\_\_\_\_ 10/21/22  
 Contractor Signature SSN/Tax ID Number Date  
Nathan Smith \_\_\_\_\_ 10-31-22  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	540	203	313	305	324
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

Imine Zunic \_\_\_\_\_  
 CFO / Superintendent of Schools / Board Chair Date

# Proposal for Chinese After-school Program

## **Mission**

The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

## **Background**

According to scientific research, learning another language helps students improve learning, social, and emotional abilities and skills. Exposure to another culture through its language helps improve students' problem-solving strategies as well. The language skills will provide more opportunities to students' future careers.

Scientists also proved that learning Chinese makes students smarter in reading and building geometric concepts since Chinese language is different from alphabetical languages in utilizing both the left and right sides of human brains.

Chinese language learning has witnessed a rapid growth in tendency in the U.S. and throughout the world. Chinese language programs and student exchange programs have a long history in Minnesota. 7% out of the total amount of students enrolled in Chinese in Minnesota, which has paved a path for student success.

We have established after school Mandarin Clubs in Lowell and Laura McArthur Elementary schools for several years. These clubs are popular among students and parents with ultimate numbers within classroom capacity. Students have shown great interest in learning Chinese language and culture.

Calligraphy Contests held in the past five years received excellent feedback. Students, parents, and community members enjoyed the chance to learn through calligraphy more about Chinese culture. This annual event has become a great benefit to all participants.

In 2019, "Go Explore China", the cultural series talks and activities were held at Lowell Elementary School. This program teaches students to use positive thinking methods to show what students are proud of in their lives. The talks attracted over 200 students, parents, and community members.

## **Goal**

The best strategy is to start small and go sustainable. We are proposing an after school Mandarin club with Chinese learning to a group of 15-20 students. Students will have 10-12 times of language and culture exploration a school year. Students will learn to speak and write basic Chinese sentences, such as numbers, greeting words and colors. Students will also get access to Chinese cultures through activities and songs.

## **Sources**

Integration Specialist at Lowell Elementary School have kept good relationships with Confucius Institute at St. Cloud State University. This specialist will also partner with UMD Chinese Area Studies program, and UMD professors for Chinese language teacher recruiting and intern support.

**Estimate Budget**

Stipend for hourly instructors based on 12 lessons

\$20/hour/each person\*2 instructors (UMD Mandarin Major Students)

Estimate total hours with prep time: 2 hrs\*2 persons\*12 times =48 hrs

Cultural activity supplies (snacks+calligraphy sets+calligraphy paper+books): \$600

Estimate Budget:  $\$20 \times 48 \text{ hrs} + \$600 = \$1560$

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2 day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Tiffany Fenner, 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:** *Payment for hands-on SEL learning activity for grades kindergarten and first grade.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 2, 2022 and shall remain in effect for that day, 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.** 6 classroom presentations (30 minutes/class) plus two hours of project creation preparation and two hours of materials preparation for a total of 7.5 hours.

3. **Background Check.** **\*\*Contractor has valid background check completed with the ISD 709\*\***

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$375 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: Catherine Erickson, 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 Tiffany Fenner.

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.

Jeffrey Jensen \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 11-2-22  
 Contractor Signature  
Walter Smith \_\_\_\_\_ Date 11-15-22  
 Program Director

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

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

**Please check the appropriate line below:**

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

01	E	540	440	313	305	325
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds  
 \_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Ernie Zwick \_\_\_\_\_ Date 11/22/22  
 CFO / Superintendent of Schools / Board Chair

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 9 day of November, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Chi Ma'iingan, 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:** *Payment for three classroom presentations with included hands-on learning activity.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 9, 2022 and shall remain in effect for that day , 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.** 3 classroom presentations plus one hour of additional preparation time for a total of 3 hours.

3. **Background Check.** **\*\*Contractor has valid background check completed with the ISD 709\*\***

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 \$150 hourly and \$450 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: Catherine Erickson, 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 Chi Ma'iingan.

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

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

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

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

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

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

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

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

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


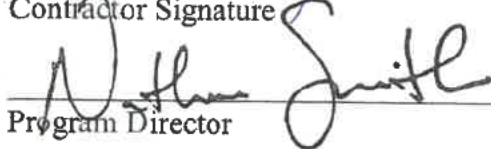
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 11-09-22  
  
 Program Director \_\_\_\_\_ Date \_\_\_\_\_

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 11/22/22

## AGREEMENT

THIS AGREEMENT, made and entered into this OCT day of 19, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Chastane Zahra, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Start of Spring Semester and shall remain in effect until the end of semester unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *The Mandarin instructors will be UMD Mandarin major students and a native speaker. Lessons and activities will include counting numbers, greetings, vocabulary, writing Chinese characters, games, songs and Chinese folktales.*

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 \$ 20 hourly and \$ 490 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.

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) 509 niagara Ct Griggs F212, Duluth, MN, 55812.

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.


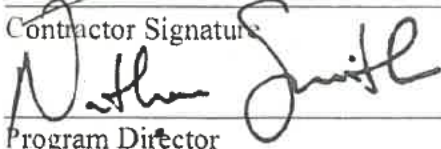
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

**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 10/19/2022  
  
 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	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 11/22/22

**CONTRACT ADDENDUM**

**THIS CONTRACT ADDENDUM** dated this 17<sup>th</sup> day of November, 2022

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Blackboard (Finalsite)

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and FINALSITE (the “Parties”) entered into the contract (the “Contract”) dated SEPTEMBER 20, 2022, for the purpose of NEW WEBSITE LAUNCH.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

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

**Amendments**

- 1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$40,514.27.
  - b. This amendment would increase the not to exceed amount to \$42,404.27.
  - c. PRICES FOR PERIOD 2 AND PERIOD 3 INCREASED TOTAL COST BY \$1,890.00

**No Other Change**

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

**Miscellaneous Terms**

- 3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and

are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

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

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

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

\_\_\_\_\_  
Date

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

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

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

01	E	012	107	000	305	107
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

Simone Zunic  
Exec. Dir. of Finance & Business Services, Duluth Public Schools

11/22/22  
Date

## FINALSITE ORDER

This Finalsite Order (the “**Order**”) is entered into by and between Active Internet Technologies, dba Finalsite (“**Finalsite**”) and Duluth Independent School District 709 (“**Customer**”) and sets forth the terms of Customer’s use of the products and services set forth below (“**Pricing Summary**”). This Order, together with the Master Terms and Conditions for Services (the “**Master Terms**”) located at <http://www.finalsite.com/masterterms:useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The “**Effective Date**” of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

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

### A. Pricing Summary

<b>Creative and Deployment Services Package</b>
<b>Public School Theme</b> The Statement of Work ('SOW') for this Creative Services Package can be reviewed here <a href="https://www.finalsite.com/sowpr">https://www.finalsite.com/sowpr</a>
<b>Composer CMS Platform</b>
<b>Core Communications Platform - Blackboard WCM Conversion</b> View a detailed description of what's included in your software package here <a href="https://www.finalsite.com/wcm-conv-pkg">https://www.finalsite.com/wcm-conv-pkg</a>

<b>Products Included in Communications Core Platform - Blackboard WCM Conversion</b>	
Finalsite Composer Content Management System	Granular Permissions
Admin Users, Editors (63)	HTTPS Implementation
Admins with ticketing rights (21)	Knowledge Base and Product Training Resources
Bandwidth (16 GB)	Mobile Friendly, Responsive Designs
Basic Integrated Site Search	News / Blogs via Posts (84 boards pooled)
Calendar Manager	Page Based Notifications (Unlimited)
Website cloud storage / 160 GB /mo	Published Pages (Unlimited)
Comprehensive Training Program	Resources (Media, Galleries, Document Library)
Content Migration for Tiers 1, 2, 3	Secure Hosting & CDN
Drag - and - Drop Page Elements	Single Sign-On
Faculty / Staff Directory (public facing)	Social Media Feeds for Districts - Standard
Faculty / Staff Portal	Standard Support Plan
Forms Manager (84 forms pooled)	

<b>Composer CMS Platform</b>
------------------------------

**WCM Conversion Enhanced Deployment**

View a detailed description of what's included in your software package here <https://finalsite.com/wcm-ced>



**Special Provisions:**

- 1.) Any amount previously invoiced and paid for period 1 will be reallocated and put towards the Client's redesign to Composer.
- 2.) This contract replaces the Client's previous WCM contract.

**Services: Initial Term and Fees:**

The initial term of this Order is for the (3) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

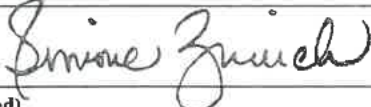
<b>Total Setup Cost (USD)</b>
\$ 0


Schedule	Amount
Period 1 - Nov 15 2022	\$ 0
Period 2 - Jul 01 2023	\$ 16,380
Period 3 - Jul 01 2024	\$ 17,010

**B. Payment Terms**

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Duluth Independent School District 709
Signature 
Name (printed) Simone Zurich
Title (printed) Exec. Dir. of Finance, Business Serv.
Date 11/22/22

Active Internet Technologies ("AIT")
Signature 
Name (printed) Jim Calabrese
Title (printed) CFO
Date 11/30/2022

As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.

**C. Client Contact Information**

Please fill out the following information, which will be used by our deployment & accounting teams.

<b>Billing Contact</b> <i>Adelle Wellens</i>
<b>Title</b> <i>Communications Officer</i>
<b>Address</b> <i>215 N First Ave E 4316 Rice Lake Road</i>
<b>City, State Zip</b> <i>Duluth, MN 55802 55811</i>
<b>Phone</b>
<b>Email</b>

<b>Project Contact</b>
<b>Title</b>
<b>Phone</b>
<b>Email</b>

<b>*Executive Sponsor (Superintendent, Head of School, CFO, etc.)</b> <i>Simone Zurich</i>
<b>Title</b> <i>Exec. Dir. of Finance, Business Serv.</i>
<b>Email</b> <i>simone.zurich@isd709.org</i>

\*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

# Blackboard

OCT 18 2022

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

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

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

## A. Software & Services Product and Pricing Summary

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

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

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

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

**B. Terms**

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

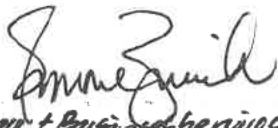
**C. Payment Terms**


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

**D. Special Provisions**

Sales Approved: Quintin Graves  
Initial: 

Sales Approved:  
Initial:

Customer: Duluth Independent School District 709  
Signature:  
  
Name: ~~Adele Wellens~~ *Simone Zurich*  
Title: *EXCL. DIR. of Finance + Business Services*  
Date: *9/10/22*

Blackboard Inc.  
Signature:  
  
Name: Michael Pohorylo  
Title: Associate General Counsel  
Date: 12-Sep-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.  
PO Number: \_\_\_\_\_ PO Amount: \_\_\_\_\_  
Attach PO or send PO to Operations@blackboard.com(Optional): \_\_\_\_\_  
Attach Tax Exemption (Optional): \_\_\_\_\_

Invoicing  
Send Invoices via email to:  
1. Name: \_\_\_\_\_ Email: \_\_\_\_\_  
2. Name: \_\_\_\_\_ Email: \_\_\_\_\_  
3. Name: \_\_\_\_\_ Email: \_\_\_\_\_



1400 Atwater Drive Malvern, PA 19355

11/29/2022

**Customer:** **Order Form Details:**

Duluth Public Schools - Independant School District 709  
4316 Rice Lake Rd  
Duluth, Minnesota, 55811  
United States

**Pricing Expiration:** 12/10/2022  
**Quote Currency:** USD  
**Account Manager:** Joshua Rader

**Contact:** Simone Zunich  
**Title:** Exec Director Bs Services  
**Phone:** 2183368704  
**Email:** simone.zunich@isd709.org

**Startup Cost Billing Terms:** One-Time, Invoiced after signing  
**Subscription Billing Frequency:** Annual  
**Sale Type:** New  
**Initial Term:** 1/01/2023 – 6/30/2026

**Pricing Overview** **Amount**

<b>One-Time Fees</b>	<b>\$3,500.00</b>
<b>Annual Recurring Fees</b>	<b>\$25,224.00</b>
<b>(Initial Term Prorated Fees)</b>	<b>\$12,508.34</b>

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$3,500.00	\$3,500.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Analytics Solution - powered by Forecast5, usage for up to 5 employees Prorated Term)	1/01/2023	6/30/2023	\$12,508.34
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2023	6/30/2024	\$25,224.00
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2024	6/30/2025	\$27,746.40
Analytics Solution - powered by Forecast5, usage for up to 5 employees	7/01/2025	6/30/2026	\$30,521.04

1400 Atwater Drive Malvern, PA 19355

11/29/2022

**Additional Order Form Information**

Annual price increases will be the greater of (i) the uplift shown above or (ii) the annual increase in the Consumer Price Index ("CPI-U"). The term CPI-U shall mean the national consumer price index for all urban customers, U.S. City Average, for all items, not seasonally adjusted, with the 1982-84=100 reference base, as published in September for the 12 months ended August 31<sup>st</sup> of the year preceding the renewal term.

**Tax Information**

**Tax Exemption:** We currently have a tax exemption certificate on file for you.

**PO Information**

**PO Status:** Purchase order to follow

**PO #:**

**Note:** If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to [billing@frontlineed.com](mailto:billing@frontlineed.com), otherwise a PO shall not be required for payment





1400 Atwater Drive Malvern, PA 19355

11/29/2022

Invoicing Schedule	Due Date	Amount
<b>Invoice: One Time</b> Frontline Implementation	<b>Upon Signing</b>	<b>\$3,500.00 + applicable sales tax</b> \$3,500.00
<b>Invoice: Prorated</b> Analytics Solution - powered by Forecast5, usage for up to 5 employees	<b>1/31/2023</b>	<b>\$12,508.34 + applicable sales tax</b> \$12,508.34
<b>Invoice: Annual</b> Analytics Solution - powered by Forecast5, usage for up to 5 employees		<b>\$25,224.00 + applicable sales tax</b> \$25,224.00
Analytics Solution - powered by Forecast5, usage for up to 5 employees		\$27,746.40
Analytics Solution - powered by Forecast5, usage for up to 5 employees		\$30,521.04

1400 Atwater Drive Malvern, PA 19355

11/29/2022

**MASTER SERVICES AGREEMENT**

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<p><b>Frontline Technologies Group LLC dba Frontline Education</b></p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: 1400 Atwater Drive Malvern, PA 19355</p> <p>Email: <u>billing@frontlineed.com</u></p> <p>Effective Date: _____</p>	<p><b>Duluth Public Schools - Independant School District 709</b></p> <p>Signature: <u><i>Simone Zunic</i></u></p> <p>Name: <u><i>Simone Zunic</i></u></p> <p>Title: <u><i>Exec. Dir. of Business Services</i></u></p> <p>Address: 4316 Rice Lake Rd Duluth, Minnesota 55811</p> <p>Email: <u><i>simone.zunic@isd709.org</i></u></p>
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# Financial Planning Analytics

Standard Implementation Services

# Statement of Work: Financial Planning Analytics

## Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. Below represents a typical implementation process.



<ul style="list-style-type: none"> <li>• Sales Handoff</li> <li>• Kickoff Call</li> <li>• Introduction Call with District Team</li> <li>• Determine project timeline</li> </ul>	<ul style="list-style-type: none"> <li>• Data Acquisition for initial setup</li> </ul>	<ul style="list-style-type: none"> <li>• Data Mapping</li> <li>• Building of Budget and Planning Models</li> </ul>	<ul style="list-style-type: none"> <li>• Review and Validate Data (IS Team pre-handoff)</li> </ul>	<ul style="list-style-type: none"> <li>• Model Handoff to Advisor and CSM</li> <li>• Advisor review for reasonableness</li> </ul>	<ul style="list-style-type: none"> <li>• Provide model access to client</li> <li>• Provide access to Training</li> </ul>	<ul style="list-style-type: none"> <li>• Project closeout process is completed by all parties</li> <li>• Client enters Support Phase</li> </ul>
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**The Financial Planning Analytics project implementation time is dependent on the amount, type, and format of the data being included in the project as well as when Frontline acquires the data needed from the client. The project's estimated timeline will be determined during the planning call based on these and other assumptions, but it is assumed that implementation will be completed within 120 days after signing.**

### Key Terms

- **Automated Data Transfer** – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
- **Budget Model** – Client facing product to analyze the current year budget with year-to-date actuals plus remaining projected months. Provides instant visuals to analyze variances and produces automated month-end reports.
- **Planning Model** – Client facing product to simplify development of multi-year financial roadmap. Provides dashboard and other instant visuals and produces automated reports.
- **CSM** – Acronym for Customer Success Manager. The CSM is the account manager for your organization responsible for coordinating support and ensuring your success with Frontline products.
- **Advisor** – Provides domain expertise to assist in development and ongoing support of Budget and Planning models, in addition to ongoing professional development through webinars and training opportunities.

## Scope/Deliverables\*

### Budget Model

These deliverables are described broadly and may differ depending on the client state.

1. Budget Summary Dashboard
2. Variance Analysis Dashboard
3. Monthly Financial Report
4. Variance Analysis Report

\*There may be additional, state-specific reports and dashboards available.

### Financial Planning Model

These deliverables are described broadly and may differ based on the client state.

1. Finances at a Glance Dashboard
2. 5 Year Forecast Summary Report
3. Assumption Assist – Step by Step 5 Year Forecast Builder

\*There may be additional, state-specific reports and dashboards available.

## Data Acquisition

During implementation, the client will provide the initial datasets needed to create models that include up to five years of historical data. Additionally, an automated data transfer connection will be established to maintain the Budget Model with monthly activity updates and budget revisions.

For commonly used client systems such as Skyward, Frontline can provide queries for the different data sets required.

### Initial Datasets

<b>Budget Model</b>		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Monthly revenue and expense activity up to five prior fiscal years
4	Current Year Activity	Monthly revenue and expense activity for the current fiscal year
5	Fund Balances	Prior year ending balances for all funds

### Initial Datasets

Please Note: Datasets for the Forecast Model are only required for a stand-alone implementation. If the implementation includes the Budget Model, no additional data is required for the Forecast Model.

<b>Financial Planning Model</b>		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Revenue and Expense Activity for up to five prior fiscal years
4	Fund Balances	Prior year ending balances for all funds for each fiscal year of activity

## Systems Integration – Frontline ERP (CA, TX)

Integrations exist within Frontline Education solutions for the ERP system. If the client is a user of Frontline ERP in CA (Escape) or TX (Teams), then initial datasets and monthly files will be automated internally. Frontline will assist with any additional setup required on the client side to establish the initial connections.

## Client Project Team: Roles & Responsibilities

### Executive Sponsor

- A district office leader (e.g., Chief Financial Officer, Executive Director of Finance, etc.)
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district users and responsibilities are established. Executive Sponsor involvement may decrease once responsibilities have been delegated.
- Organizes training opportunities.
- Signs off on completion of implementation project.

### IT Department

- Will work with Frontline Education Support teams to ensure:
  - Data Acquisition is successful and timely
  - Support setup of automated data transfer for maintenance of models.
  - Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters
  - Provide technical support in instances where local network/technology configurations impact usage of our solutions
  - Support solution integrations as needed

## Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

## Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education reserves the right to issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- Implementation will expire 365 days from contract signing if Services haven't been initiated and completed.



# Budget Management Analytics

Standard Implementation Services



# Statement of Work: Budget Analytics

## Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. Below represents a typical implementation process.



<ul style="list-style-type: none"> <li>• Sales Handoff</li> <li>• Kickoff Call</li> <li>• Introduction Call with District Team</li> <li>• Determine project timeline</li> </ul>	<ul style="list-style-type: none"> <li>• Data Acquisition for initial setup</li> </ul>	<ul style="list-style-type: none"> <li>• Data Mapping</li> <li>• Building of Budget and Planning Models</li> </ul>	<ul style="list-style-type: none"> <li>• Review and Validate Data (IS Team pre-handoff)</li> </ul>	<ul style="list-style-type: none"> <li>• Model Handoff to Advisor and CSM</li> <li>• Advisor review for reasonableness</li> </ul>	<ul style="list-style-type: none"> <li>• Provide model access to client</li> <li>• Provide access to Training</li> </ul>	<ul style="list-style-type: none"> <li>• Project closeout process is completed by all parties</li> <li>• Client enters Support Phase</li> </ul>
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**The Financial Planning Analytics project implementation time is dependent on the amount, type, and format of the data being included in the project as well as when Frontline acquires the data needed from the client. The project’s estimated timeline will be determined during the planning call based on these and other assumptions, but it is assumed that implementation will be completed within 120 days after signing.**

### Key Terms

- **Automated Data Transfer** – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
- **Budget Model** – Client facing product to analyze the current year budget with year-to-date actuals plus remaining projected months. Provides instant visuals to analyze variances and produces automated month-end reports.
- **Planning Model** – Client facing product to simplify development of multi-year financial roadmap. Provides dashboard and other instant visuals and produces automated reports.
- **CSM** – Acronym for Customer Success Manager. The CSM is the account manager for your organization responsible for coordinating support and ensuring your success with Frontline products.
- **Advisor** – Provides domain expertise to assist in development and ongoing support of Budget and Planning models, in addition to ongoing professional development through webinars and training opportunities.

## Scope/Deliverables\*

### Budget Model

These deliverables are described broadly and may differ depending on the client state.

1. Budget Summary Dashboard
2. Variance Analysis Dashboard
3. Monthly Financial Report
4. Variance Analysis Report

\*There may be additional, state-specific reports and dashboards available.

### Financial Planning Model

These deliverables are described broadly and may differ based on the client state.

1. Finances at a Glance Dashboard
2. 5 Year Forecast Summary Report
3. Assumption Assist – Step by Step 5 Year Forecast Builder

\*There may be additional, state-specific reports and dashboards available.

## Data Acquisition

During implementation, the client will provide the initial datasets needed to create models that include up to five years of historical data. Additionally, an automated data transfer connection will be established to maintain the Budget Model with monthly activity updates and budget revisions.

For commonly used client systems such as Skyward, Frontline can provide queries for the different data sets required.

### Initial Datasets

<b>Budget Model</b>		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Monthly revenue and expense activity up to five prior fiscal years
4	Current Year Activity	Monthly revenue and expense activity for the current fiscal year
5	Fund Balances	Prior year ending balances for all funds

### Initial Datasets

**Please Note:** Datasets for the Forecast Model are only required for a stand-alone implementation. If the implementation includes the Budget Model, no additional data is required for the Forecast Model.

<b>Financial Planning Model</b>		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Revenue and Expense Activity for up to five prior fiscal years
4	Fund Balances	Prior year ending balances for all funds for each fiscal year of activity

## Systems Integration – Frontline ERP (CA, TX)

Integrations exist within Frontline Education solutions for the ERP system. If the client is a user of Frontline ERP in CA (Escape) or TX (Teams), then initial datasets and monthly files will be automated internally. Frontline will assist with any additional setup required on the client side to establish the initial connections.

## Client Project Team: Roles & Responsibilities

### Executive Sponsor

- A district office leader (e.g., Chief Financial Officer, Executive Director of Finance, etc.)
- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district users and responsibilities are established. Executive Sponsor involvement may decrease once responsibilities have been delegated.
- Organizes training opportunities.
- Signs off on completion of implementation project.

### IT Department

- Will work with Frontline Education Support teams to ensure:
  - Data Acquisition is successful and timely
  - Support setup of automated data transfer for maintenance of models.
  - Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters
  - Provide technical support in instances where local network/technology configurations impact usage of our solutions
  - Support solution integrations as needed

### Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

## Implementation Policies

- **Change Management Process:** Should the Client identify additional services as part of this project, Frontline Education reserves the right to issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- Implementation will expire 365 days from contract signing if Services haven't been initiated and completed.

**CONTRACT ADDENDUM**

**THIS CONTRACT ADDENDUM** dated this 28<sup>th</sup> day of November, 2022

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

3 Owls Outdoor Play Consultants

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and 3 Owls Outdoor Play Consultants (the “Parties”) entered into the contract (the “Contract”) dated July 13, 2020, for the purpose of developing a nature playscape at three different sites: MWES, Piedmont ES, and Laura Mac ES.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

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

**Amendments**

- 1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$4,500.00.
  - b. This amendment would increase the not to exceed amount to \$7,000.00. The additional cost is \$2,500.00 NTE.

**No Other Change**

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

**Miscellaneous Terms**

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



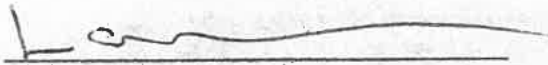
November 11, 2022

Amendment to "Standard Short Form Contract for Professional Services Between Landscape Architect and Client" on agreement dated 07/13/2020. In addition to staff training and educational sessions, Duluth Preschool also requests the following supplemental services:


- 3 Ows' will offer teacher consultation sessions.

These services will follow the same conditions as outlined in our original agreement, with a fee of \$50/hour, not to exceed \$2500.

These supplemental services as listed are to be completed by the end of the 2022-2023 school year, unless further request in writing has been submitted.

  
 Contractor Signature

11/15/22  
 Date

  
 Head Start Director

11.11.22  
 Date

  
 CFO Duluth Public Schools

11-29-22  
 Date

**Supplemental Information**

- Estimated cost up to \$2500 or 50 hours at the rate of \$50 per hour.

Supplemental Information

- Estimated cost up to \$2500 or 50 hours at the rate of \$50 per hour.

Budget Codes

83.86% 04-E-005-579-503-305-000

16.14% 04-E-005-579-285-305-000



**American Society of  
Landscape Architects**

**STANDARD SHORT FORM CONTRACT  
FOR PROFESSIONAL SERVICES BETWEEN  
LANDSCAPE ARCHITECT AND CLIENT**

**Preliminary Provisions**

**Date**

This Agreement is made as of July 13, 2020, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

**Client**

Duluth Preschool

NAME

Historic Old Central High School, 215 N. 1st Avenue East, Duluth, MN 55802

ADDRESS / CITY / STATE / ZIP

Sherry Williams, Director of Duluth Preschool, sheryl.williams@isd709.org, 218-3368815

RELATIONSHIP TO PROJECT OWNER

**Landscape Architect**

3 Owls Outdoor Play Consultants

NAME

ENTITY

SOLE PROPRIETOR  PARTNERSHIP  CORPORATION  LIMITED LIABILITY COMPANY

P.O. Box 3434, Duluth, MN 55803

ADDRESS / CITY / STATE / ZIP

Rebekah Johnson, 3owlsopc@gmail.com, 218-461-1678

CONTACT INFORMATION

**Project**

*(general description of Project: name, purpose, baseline information)*

Duluth Preschool is developing a nature playscape at three different sites: Myers-Wilkins Elementary, Piedmont Elementary, and Laura MacArthur Elementary. These playscapes will give preschool classes the opportunity for regular, stimulating, open-ended play in a secure, open-air, nature-inspired environment.

**Compensation**

Compensation for the Scope of Services performed under this Agreement shall be the Hourly fee of \$ 50. NTE \$4500 plus Reimbursable Expenses.





**Article 1**

**Landscape Architectural Services**

**1.1 Standard of Care**

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

**1.2 Scope of Services**

Landscape Architectural Services to be provided under this Agreement are:

Conceptual Design Services for each of the three sites include (but are not limited to):

Project Team Collaboration, Site Analysis, Ideation, Design Development, Plan Drawings with photos & notes, Construction Consultation

Design costs per site: \$1500

**1.3 Supplemental Services**

Supplemental Services are in addition to the basic Scope of Services and, when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include but are not limited to:

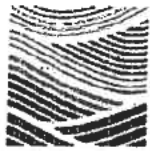
Staff training, educational sessions, other

**1.4 Changes to Approved Services**

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

**1.5 Schedule of Performance**

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.



## American Society of Landscape Architects

### **Article 2 Client's Responsibilities**

#### **2.1 Information**

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

#### **2.2 Budget**

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

#### **2.3 Approvals**

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

#### **2.4 Project Permit and Review Fees**

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

### **Article 3 Ownership of Documents**

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

### **Article 4 Landscape Architect Compensation**



## American Society of Landscape Architects

**4.1** Compensation for the Landscape Architectural Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

**4.2** Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 25 %. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

**4.3** Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

**4.4** Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 5 % simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

**4.5** If through no fault of the Landscape Architect, the Scope of Services to be provided under this Agreement has not been completed within by the end of 2020 (*indicate calendar days or months*) of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

### **Article 5 Indemnification**

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

### **Article 6 Dispute Resolution**

**6.1** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.



## American Society of Landscape Architects

**6.2** Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

### Article 7 Termination

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

### Article 8 Other Terms and Conditions

#### 8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

#### 8.2 Governing Law

The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

#### 8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

*Landscape Architect*

  
\_\_\_\_\_

7/15/20  
Date

*Client*

  
\_\_\_\_\_

7-23-20  
Date

Standard Short Form Contract

Page 5 of 5

Contract Number: LSC-2023-029189

**MINNESOTA STATE**

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
23	700000	9394	\$160.00	0001100989	

**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, 2101 TRINITY ROAD, DULUTH, MN 55811 ("Minnesota State") and IND SCHOOL DISTRICT 709, 4316 RICE LAKE ROAD 108, DULUTH, MINNESOTA 55811 ("Licensee").

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

**Lake Superior College, 2101 Trinity Road, Duluth, MN 55811  
Classroom C290**

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

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

**Staff Meetings**

The estimated number of people expected to participate or attend is: **60.**

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:

- **Friday, December 2 from 7:15am – 12:15pm**
- **Friday, January 6 from 7:15am – 12:15pm**

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to Minnesota State a fee of **One Hundred Sixty and 00/100 Dollars (\$160.00)**, 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:** IND SCHOOL DISTRICT 709

**Contact Name and Title:** Sherry Williams Duluth Preschool Coordinator; Head Start Director

**Address:** 4316 RICE LAKE ROAD 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** 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: IND SCHOOL DISTRICT 709**

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: <i>Sherry Williams</i> E3C99AA023ED407...	
Sherry Williams	
Title	Preschool Director
Date	11/23/2022   1:48:05 PM CST

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

By (authorized signature)	
Title	
Date	

**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: <i>Alan Finlayson</i> CABEA485D3C74E5...	
Alan Finlayson	
Title	vice President of Administration
Date	11/23/2022   2:34:25 PM CST

**4. AS TO FORM AND EXECUTION**

By (authorized signature)	
DocuSigned by: <i>Alan Finlayson</i> CABEA485D3C74E5...	
Alan Finlayson	
Title	vice President of Administration
Date	11/23/2022   2:34:25 PM CST

*Budget Code 04 E 005 579 503 366 000*

# 3D INSTITUTE SEAT LICENSE PARTNERSHIP AGREEMENT

**Date:** December 1, 2022

**Purchaser:** Duluth Public Schools ("Purchaser")  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

## 3D Institute Services, Products & Pricing (the "Services"):

3D Institute offers access to digital content through on-line courses and other content format as well as ancillary products and services to organizations. The collection of digital content is provided through a one year subscription model obligating the organization to a specific number of seat licenses which allows those licensees to have unlimited access to the content listed below.

<b>Number of Subscription Licenses:</b>		65
<b>Price per Seat:</b>		\$75
<b>Annual Credit (yrs 1-3):</b>	<b>Budget Codes</b>	<b>(\$1900)</b>
<b>Total Cost Per Year:</b>	50% 01 E 215 640 316 305 000	\$ 2,975

**Basic Seat License Package** 50% 01 E 220 640 316 305 000

### Digital Content

- SPORTS: 3D Coaching Course for Certification
- SPORTS: 3D Coaching Essentials Course
- 3D Parenting: Helping Athletes Flourish in 3D
- Obtaining Alignment Between Coaches and Parents Course
- Shaping Culture Using The 3D Framework Course
- 3D Development Tool (Spring 2023)
- My 3D Library: SPORTS

### Services Content

- Dedicated Service Coordinator with Scheduled Athletic Director Check In
- Membership in Closed Facebook Group for Seat License Holders
- Access to Scheduled Best Practices Webinars

**Payment Terms:** Purchaser shall pay the sum of \$2,975 which is due upon signing Agreement and pay the balance due in equal yearly installments of \$2,975 due on or before December 1. All Fees are non-refundable.

**Term:** This Agreement commences on the date first written above and continues for three (3) years, expiring on December 1, 2025 provided, however, this Agreement shall automatically renew for successive additional two (2) year terms unless either Party notifies the other Party in writing no later than ninety (90) days prior to the end of the current term of its election not to renew and extend the term of the Agreement (all such collectively the "Term").

By signing below, Purchaser agrees and acknowledges this is a binding legal agreement with 3D Institute, LLC ("3DI") and agrees to the general terms and conditions attached hereto.

The Parties have executed this Agreement as of the date first written above by the following duly authorized representatives.

**Duluth Public Schools**

**3D Institute, LLC**

 11/29/22

Simone Zurich  
Executive Director of Finance and Business Services

\_\_\_\_\_  
Doc Beeman  
Chief Revenue Officer

### 3D INSTITUTE SUBSCRIPTION AND LICENSE AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Grant of Limited License for Use.** 3DI provides to Purchaser a limited and revocable license to use the 3DI Services, materials and platforms which are the subject of this Agreement. The Services are protected by intellectual property laws and treaties. Any references hereunder to "sales" or "acquisition" or like terms notwithstanding, the Services is licensed, not sold, and rights granted hereunder are limited to the Services in object code only. No source code rights are granted hereby.

2. **Independent Contractor Status and No Agency Authority.** 3DI and Purchaser are independent contractors with respect to one another under this Agreement. This Agreement shall not be deemed to establish any employment, agency, joint venture, or partnership relationship or to impose any liability attributable to such a relationship upon either Party. Accordingly, 3DI is not contracted as "Work for Hire" for purposes of any proprietary rights. 3DI reserves all rights and interests of ownership and use of its own systems, programs, concepts, reports, documents, tangible work product and other services provided by 3DI hereunder. Neither party shall have the authority to legally bind the other to any contract, proposal, or other commitment or to incur any debt or create any liability on behalf of the other.

3. **Termination.** 3DI or Purchaser may terminate this Agreement immediately if either party is in material breach of any term or provision of this Agreement, including but not limited to non-payment of Fees. Upon termination or expiration of this Agreement, 3DI will cease providing to Purchaser and Purchaser shall cease all use of the license subscription provided for hereunder.

4. **Intellectual Property.** 3DI retains rights, title and interests in all intellectual property associated with or related to the Services that are the subject matter of this Agreement, including but not limited to elements, components, patents, patent applications, copyrights, trademarks, trade secrets or other proprietary or intellectual property owned by 3DI. Purchaser is prohibited from duplicating or reproducing any 3DI Services or intellectual property.

5. **Confidentiality.** Neither Party shall, during the term of this Agreement and always thereafter, disclose to any person or entity, directly or indirectly, without prior written approval of the other Party, and information relating to this Agreement or Confidential Information (as defined below). During the term of this Agreement and at all times thereafter, each Party shall not do any of the following: (i) use any of the other Party's Confidential Information or any other information furnished by such other Party in connection with the Services for its direct or indirect benefit, or the direct or indirect benefit of any third party, or (ii) use any information furnished by the other Party in connection with the Services for any purpose other than the carrying out of the Services. Each Party shall use reasonable care and caution to safeguard the other Party's Confidential Information that is in its possession or control and to protect the other Party's Confidential Information from disclosure to third parties, but in no event less than the same degree of care and caution that it affords its own Confidential Information. "Confidential Information" shall not include information that (i) is readily available to the general public through no fault or omission of the other Party or any of such other Party's employees or agents, or (ii) is already known to such other Party (except for information already known by reason of disclosure from the Party about whom such information pertains or from such Party's employees or agents free from any duty of non-disclosure). Failure to mark any information as confidential or proprietary shall not adversely affect its status as "Confidential Information." Both parties acknowledge that any breach or threatened breach of any provision of this provision will cause continuing and irreparable injury to the non-breaching party for which money damages would be an inadequate remedy. Accordingly, the non-breaching party shall be entitled, as a matter of right, to injunctive relief, including specific performance, with respect to any such breach or threatened breach. In connection therewith, the Party against whom such relief is sought shall not, in any action or proceeding to so enforce any provision of this section, assert the claim or defense that the non-breaching Party has an adequate remedy at law or that such injunctive relief is not appropriate under the circumstances. The rights and remedies of the non-breaching Party set forth in this section are in addition to any other rights and remedies to which the non-breaching Party may be entitled, whether existing under this Agreement, in law or in equity, all of which shall be cumulative.

6. **Representations and Warranties.** Each Party hereto hereby represents and warrants to the other Party that (i) it lawfully formed and operating under the applicable state laws and has all requisite capacity, legal power and authority to execute, deliver and perform this Agreement, (ii) this Agreement is a binding agreement enforceable against Purchaser in accordance with its terms, and (iii) the execution, delivery and performance of this Agreement will not constitute a breach of any agreement or restriction to which Purchaser is a party or by which it may be bound. Further, 3DI provides a limited warranty of use and Purchaser's sole remedy for any dispute relating thereto is limited to a refund of any remaining portion of outstanding Fees and 3DI is not responsible in any respect for any direct, incidental or consequential damages whatsoever.

**7. Indemnification.** Purchaser shall indemnify, defend and hold harmless 3DI, its parent, related or subsidiary companies and its respective officers, directors, employees and agents from and against any liability, loss or expense (including reasonable attorneys' fees) to the extent caused by (i) the Purchaser's breach of a representation, term or condition of this Agreement; or (ii) any intentional or negligent act, error or omission by Purchaser or its officers, directors, agents, subcontractors or employees in connection with the services, performances and/or matters relating to this Agreement.

**8. Notices.** All notices, requests, demands, waivers, consents, approvals or other communications which are required or permitted hereunder shall be in writing or shall be deemed delivered if transmitted by email, hand-delivered, sent by a nationally recognized overnight courier service (such as UPS or FedEx), or sent by U.S. mail, return receipt requested, postage prepaid, to the addresses set forth below, or to such other address as the Party entitled to receive such notice may, from time to time, specify in writing to Purchaser at the address written above and for 3DI to: 3DI Managing Partner, 7325 Forestwood Court, Orlando, Florida 32825, or [Mike.millay@3dinstitute.com](mailto:Mike.millay@3dinstitute.com)

**9. Entire Agreement.** This Agreement sets forth the entire agreement and understanding between 3DI and Purchaser as to the subject matter hereof and supersedes all prior representations, warranties, covenants, and undertakings, whether written or oral, between 3DI and Purchaser with respect to the subject matter hereof. This Agreement may only be amended in writing and signed by both Parties to be valid and enforceable.

**10. No Assignment.** Purchaser shall have NO right or power to assign or to delegate all or any of Purchaser's rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of 3DI. 3DI may assign this Agreement in whole or part, without the prior written consent of Purchaser, to contractor or any successor legal entity which succeeds as a going concern to the business presently conducted by such 3DI pursuant to a merger, consolidation, or sale of all or substantially all of such 3DI's assets.

**11. Waiver.** No failure by any Party at any time, or from time to time, to enforce any of the terms or conditions of this Agreement shall not constitute a waiver thereof or in any way impair such Party's right at any time to avail itself of such remedies as it may have to enforce such terms or conditions. No waiver by any Party hereunder will be effective unless in writing and signed by such Party. All rights and remedies existing under the Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

**12. Governing Law and Legal Proceedings.** This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Florida excluding its choice of law provisions. The Parties submit to personal jurisdiction in Florida and any litigation related to this Agreement may be properly commenced only in State or Federal Court in Orange County, Florida. Each Party shall comply with all applicable federal, state and local laws. In any legal action, whether at law or equity, the prevailing party shall be entitled to recover from the other party its reasonable professional fees associated with such action, including, without limitation, attorney, accounting and expert witness fees, costs and expenses.

**13. Limitation of Liability.** Purchaser agrees that 3DI's sole liability to Purchaser under this Agreement for any loss, liability or damages, including attorney's fees and litigations costs, for any claim arising out of or in any way related to this Agreement and the Services provided by 3DI, shall be limited to and shall not exceed the amount of the Fees payable to 3DI under this Agreement.

**14. Binding Effect; No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of 3DI and Purchaser and each of their respective permitted successors and assigns, except to the extent as may otherwise be provided under this Agreement. Notwithstanding the foregoing, nothing contained herein, express or implied, is intended to confer upon any person or entity other than the Parties hereto and their permitted successors and assigns any rights or remedies under or by reason of this Agreement.

**15. Severability.** The provisions of this Agreement shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the invalidity or enforceability of any other provision.

**16. Force Majeure.** In case the performance of any of the terms or provisions of this Agreement shall be frustrated, delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, or because of riots, war, public disturbances, strikes, lockouts, terrorism acts, fires, floods, acts of God, as well as local, national or global health hazards or pandemics, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party whose performance is interfered with may at its option, suspend the performance of its obligations hereunder (other than payment for services already performed prior to suspension) during the period such interference continues and for no longer.

# QUOTE

## **3D INSTITUTE**

7325 Forestwood Court

Orlando, FL 32835

www.3dinstitute.com

Phone - 816 535 0440

TIN 47-2053869

### Customer Contact Info

**Name** Simone Zunich

**Phone** 218 336 8716

**Email** [simone.zunich@isd709.org](mailto:simone.zunich@isd709.org)

Item Code	Product Line Item	Quantity	Price	Credit	Total
SLS-02	Organizational Seat License (Sports) - Annual	65	\$ 75.00		\$4,875.00
	Year One Credit				\$1,900.00

### Customer Information

**Organization**

Duluth Public Schools

**Attn:**

Simone Zunich

**Address 1**

4316 Rice Lake Road, Suite 108

**Address 2**

**City, ST Zip**

Duluth, MN 55811

Subtotal **\$4,875.00**

Shipping \$0.00

Tax \$0.00

Discount/Credit **\$1,900.00**

**TOTAL \$2,975.00**

\*\*\* Credit of \$5700 for previous purchases will be spread across the first three years of the agreement equally at \$1900 per year

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>3D Institute</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>7325 Forestwood Court</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Orlando, FL 32835</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
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<b>or</b>											
<b>Employer identification number</b>											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> </tr> </table>	4	7	-	2	0	5	3	8	6	9	
4	7	-	2	0	5	3	8	6	9		

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*Michael Miller*

Date ▶

7/23/19

### General Instructions

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

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

#### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

### School Groups

<b>Heather Kemp</b>	heather.kemp@isd709.org
Lakewood Elementary 5207 North Tischer Rd, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p><b>Deposit:</b> You have made a reservation to stay for February 13, 2023 - February 15, 2023 with 60 participants. To hold your reservation we require a deposit of \$900.00. <b>This contract is valid for 30 days after receipt.</b></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p>	

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

<b>Printed Name:</b> Heather Kemp	<b>Title:</b> Teacher	
<b>Signed Name:</b> Heather Kemp	<b>Date:</b> 4/14/2022	
<b>Billing Contact:</b> Jerrie Soderburg	<b>Billing Address:</b> 5207 N. Tischer Rd Duluth, MN 55804	
<b>Billing email address:</b> jerrie.soderburg@isd709.org		
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b> July 2022		

Budget Code - 01E 500 298 000 401 420  
 Simone Zurich  
 Simone Zurich, Exec. Dir. Of  
 Finance and Business Services

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

Today's Date: April 13, 2022





## Boosterthon Program Contract

### SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into on 10/13/2022 (the "**Effective Date**"), by and between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation ("**Booster**"), and Stowe Elementary, a SCHOOL (the "**Client**") (Booster and the Client are referred to collectively herein as the "**Parties**" or individually as a "**Party**").

### RECITALS

**WHEREAS**, Booster is in the business of organizing, marketing, and leading fundraising campaigns whereby students of educational institutions raise funds to sponsor their participation in an exercise based event, such funds (net of compensation to Booster) to be used by such institutions for the furtherance of the purpose thereof (each a "**Boosterthon Program**");

**WHEREAS**, the Client is interested in hosting a Boosterthon Program, and Booster is willing to offer its services in connection therewith on the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Engagement.** The Client hereby engages Booster to organize, market and manage a Boosterthon Program (the "**Services**"), and Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.

2. **Obligations of Booster.** Booster shall conduct a Boosterthon Program on behalf of the Client. The services and materials provided by Booster as part of the Boosterthon Program shall include, but are not limited to, supplying all prizes, advertising, promotion, and organization, necessary or appropriate, in the sole discretion of Booster, to conduct a Boosterthon Program in accordance with Booster's customary practices and customs.

3. **Obligations of the Client.** The Client shall make available to Booster, its personnel and agents, any and all school grounds and facilities, as specified on Exhibit A, as well as any and all Client students, faculty, and staff, as specified, on the dates and during the times as set forth in Exhibit A. The Client shall arrange for the Volunteers (as defined herein) to participate, at the direction of Booster and its representatives, in the Collected Funds (as defined herein) to be held on the date agreed upon by both parties.

4. **Base Cost.** Within 125 business days of the execution of this Agreement, the Client shall pay to Booster a Base Cost of 500 dollars (the "**Base Cost**"). The Client agrees that except as set forth in Section 11, the Base Cost is non-refundable, earned as of the date of the execution of this Agreement, and will not be returned to the Client under any circumstances. The Client agrees that the Base Cost is independent of the Booster Share set forth in Section 7 of this Agreement, and that the Base Cost is not deductible or otherwise taken into consideration when calculating the Booster Share.

5. **Date of the Boosterthon Program.** The dates and times of the scheduled Boosterthon Program shall take place on the schedule set forth in Exhibit A.

DS  
SG  
DS  
N

**6. Collection of Funds.** The collection of funds raised as a result of the Boosterthon Program shall take place as follows:

(a) All of the funds collected by each of the participating students and/or classrooms from their respective Boosterthon Program sponsors shall be known as the **"Collected Funds."** The collection of Collected Funds may begin up to two weeks prior to the date of Program Kick Off as stated in Exhibit A (the **"Program Kick Off"**). The Client shall allow Booster to send collection reminders regarding the Collected Funds to students on at least two separate occasions prior to the official Program End Date, set forth in Exhibit A. Booster will not have access to any student email addresses, nor will Booster send students messages directly.

(b) Prior to an in-person collection of funds, Booster representatives will train the Volunteers on the use of the Booster online collection program. There must be at least one Volunteer representing the Client at all time funds are collected or tallied in person.

(c) After all Collected Funds have been satisfactorily accounted for, the Collected Funds shall be immediately distributed according to Sections 4 and 7 of this Agreement.

(d) The Parties may organize one or more additional in-person collection dates. In the event that the Parties agree to pursue additional collection dates, the Parties will agree on a mutually acceptable date to hold such collection. Any additional collections shall be conducted in the manner set forth in Section 6(a)-(c) above.

**7. Distribution of Raised Funds.**

(a) The Client shall retain a percentage (see Exhibit B for percentage) of Gross Revenues that is raised by the Boosterthon Program. As compensation for the services provided in conducting the Boosterthon Program, Booster shall retain from the Collected Funds, or the Client shall cause to be paid, as applicable, the remaining amount which is equal to a percentage (100 Percent minus the Client's Percentage from Exhibit B) of the Gross Revenues generated by the Boosterthon Program (the **"Booster Share"**). For purposes of this Agreement, **"Gross Revenues"** shall mean all funds collected or otherwise received because of the Booster Program, the Client, the participants in the Boosterthon Program, or any other student, parent or Client employee or representative in connection with the fundraising efforts that are the object and purpose of the Boosterthon Program or otherwise related thereto.

(b) The Client will maintain access to and control of the funds and the account in which the funds are deposited. Booster will not, at any time, have access to or control of the funds or account in which the funds are deposited.

**8. The Client's Acknowledgments, Representations and Covenants.**

(a) In order to maximize the success of the Boosterthon Program, the Client shall not actively promote any other fundraiser, including any annual fund, through the duration of the Boosterthon Program beginning from Program Kick-Off through Event date (according to the date assigned to this meeting on Exhibit A).

(b) The Client hereby acknowledges that the Boosterthon Program involves strenuous physical activity and hereby agrees that it is the sole responsibility of the Client to determine the physical condition, health, and fitness of its students and other participants in the Boosterthon Program and the safety and suitability of each student's and other participant's participation in the Boosterthon Program. The Client further acknowledges and agrees that Booster has no, and will not at any time have any, independent knowledge of, and is not responsible for investigating or determining (and will take no measure to investigate or determine) the physical condition, health, and fitness of the Client's students

and other participants in the Boosterthon Program or the safety or suitability of any student's or other participant's participation in the Boosterthon Program. The Client takes full responsibility for assessing the physical condition of all participants of the Boosterthon Program. Client is responsible for alerting students, guardians, and any other participants to the nature of the Boosterthon Program and any appropriate safety precautions.

(c) The Client is responsible for obtaining and maintaining through the Boosterthon Program all necessary permits as may be required for such events.

#### **9. State Compliance and Registration.**

(a) Upon receipt of this executed Contract, Booster will register as a professional fundraising counsel, or other fundraising designation deemed by the appropriate State authority, in the State where the Client is located. Booster will file a copy of this Agreement in the States where registration is required. In accordance with fundraising regulations, Booster may request additional information from the Client, including but not limited to, the Client's Employer Identification Number, State Registration Number, and bank account number where Collected Funds will be deposited.

(b) The Parties agree that the Client will review its legal obligations to register as a charitable organization where relevant prior to the date of the Program Kick Off set forth in Exhibit A.

(c) Each Party will be responsible for its own costs in becoming and remaining compliant with the appropriate state agency.

**10. Mutual Indemnification.** To the extent allowed by law, the Client and Booster agree to mutually indemnify and hold the other harmless, as well as the other's board members, elected officials, and employees, from and against any and all claims and damages, brought by a third party against the other party, and/or its board members, elected officials, and employees arising from the negligence or misconduct of the indemnifying party and/or its board members, elected officials, and employees.

#### **11. Termination.**

(a) This Agreement may be terminated by the Client for any reason at any time prior to the date of the Program Kick Off set forth on Exhibit A by written notification (including email) to Booster.

(b) This Agreement may be terminated by Booster at any time, and for any (or no) reason by written notification (including email) to the Client. In the event of termination of this Agreement by Booster, the Base Cost shall be returned to the Client within thirty (30) days. The refund of the Base Cost shall be the sole and exclusive liability of Booster, and the sole and exclusive remedy of the Client, with respect to termination of this Agreement pursuant to this Section 11(b).

(c) The Parties acknowledge and agree that the termination of this Agreement, whether by the Client or by Booster, shall not affect the distribution of Gross Revenues as set forth in Section 7 whether such Gross Revenues are collected prior to or after the termination of this Agreement.

**12. Acknowledgements.** To the extent permitted by law, Client shall be responsible for its acts and omissions in connection with this Agreement and the Services performed hereunder, and Client covenants that it will not create liability on the part of Booster to a third party as a result of Client's actions or omissions hereunder. The Client shall maintain in full force and effect Comprehensive General Liability insurance, at its own expense, on an occurrence basis, that includes a duty to defend and provides bodily injury, property damage and contractual liability coverage with limits of at least one million dollars

(\$1,000,000). Booster shall carry at all times a comprehensive general liability insurance policy at its expense with coverage limits of at least one million dollars (\$1,000,000).

### 13. **Right to an Accounting.**

(a) The Client shall keep, maintain and preserve in its principal place of business, during the term of this Agreement and for at least one (1) year following its termination or expiration, complete and accurate books, accounts, records and other materials covering all transactions (including all donations and Gross Revenues generated by the Boosterthon Program) related to this Agreement. Upon reasonable notice, Booster and/or its duly authorized representatives shall be given full access to, and shall have, the right to inspect and review all such records and other materials related to this Agreement. Such records and other materials shall be available for inspection and review (including photocopying) during reasonable business hours at any time during the term of this Agreement and for at least one (1) year following its termination or expiration. The Client will cooperate and will not cause or permit any interference with Booster and/or its representatives in the performance of their duties of inspection and review. Except as set forth in paragraph (b) below, any such accounting shall be performed at Booster's sole expense.

(b) Should an accounting indicate an underpayment by the Client of any of the compensation to be paid to Booster hereunder, the Client shall be liable for the full amount of any such underpayment, including interest at the highest rate allowable under applicable law. The Client shall submit any and all of the foregoing payments owed to Booster within thirty (30) days from the date of the accounting.

### 14. **Intellectual Property.**

(a) The Client hereby acknowledges and agrees that Booster's trademarks, label designs, literature, website materials, videos, product and service identification, artwork and other symbols associated with Booster's Services ("**Booster Marks**") are and shall remain Booster's property.

(b) The creative ideas, concepts (including the concept of the Boosterthon Program as a fundraiser), slogans, art and printed material provided to the Client prior to the date hereof are the property of Booster and cannot be used, duplicated, copied or repeated without Booster's prior written consent.

(c) The Client shall not manufacture or sell, or license or procure the manufacture or sale of, any tee-shirts or other promotional or other merchandise which bears the Booster Marks except as otherwise consented to by Booster in writing.

(d) Booster shall own all right, title and interest in and to all intellectual property created by or on behalf of either Party in connection with this Agreement or the Boosterthon Program, including, without limitation, all logos, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright. The distinctive colors, concepts, indicia and look displayed by Booster at the Boosterthon Program and by Booster in its regular business operations and materials shall constitute Booster property and therefore be owned by Booster. The Client expressly acknowledges that the Parties have agreed that all copyrightable aspects of the Boosterthon Program are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "**Act**"), of which Booster is to be the "author" within the meaning of such Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Booster as its creation, and the Client hereby expressly disclaims any interest in any of them. The Client expressly acknowledges that it is not a joint author and that all works created in connection with the Services hereunder are not joint works under the Act.

(e) Any and all rights of Booster, including those in and to the Boosterthon Program, are reserved to Booster and may be exercised, marketed, licensed, exploited or disposed of by Booster with respect to any third parties concurrently with the term of this Agreement.

15. **Notices.** Any notices or other communications required or permitted hereunder shall be sufficiently given if in writing and (a) delivered personally, (b) transmitted by guaranteed overnight delivery services, or (c) sent by certified mail, return receipt request, postage prepaid, addressed as shown below, or to such other address as the party concerned may substitute by written notice to the other. All notices personally delivered or sent by overnight delivery service shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on the date of the return receipt.

Booster: Booster Enterprises, Inc.  
5300 Triangle Pkwy NW  
Peachtree Corners, GA 30092  
Telephone: \_\_\_\_\_  
Attn: \_\_\_\_\_

Client: Stowe Elementary  
  
a SCHOOL  
  
Street: 715 101st Ave W  
City: Duluth  
State, Zip: MN 55808  
Telephone: \_\_\_\_\_  
  
Attn: \_\_\_\_\_

16. **Choice of Law/Venue.** This Agreement will be construed and enforced according to the laws of the State of Georgia, United States of America, without giving effect to any conflicts of law rule or principle that might require the application of the laws of another jurisdiction. The Client agrees that any action or proceedings arising out of this Agreement shall be brought and maintained in Georgia, and hereby consents to the jurisdiction of courts located in Georgia.

17. **Relationship of Parties.** Booster is an independent contractor, and nothing herein shall be construed to make either Party the partner, employee, joint venture or agent of the other Party. Except as set forth in this Agreement, neither Party shall have the right or power to obligate or bind the other in any manner whatsoever. Except as expressly set forth otherwise herein, the Client shall not exercise direct supervision or control over Booster's day-to-day activities or over Booster's employees, agents or subcontractors. Each of Booster and the Client shall be solely responsible for its actions and the actions of its employees and agents. For the avoidance of doubt, neither Booster nor its employees, agents or subcontractors, including, without limitation, any temporary labor, shall be deemed the Client's employees, agents or subcontractors, and no such party or individual shall hold itself out as such. In no event shall the Client be responsible for providing any employee benefits to any such party or individual.

Without limiting the generality of the foregoing, (a) the Client shall not withhold from any of the consideration hereunder, except when required by law, any amount for federal income taxes, social security, Medicare or any other legal deductions; and (b) the Client shall not make premium payments or contributions for any workers' compensation or unemployment compensation benefits for any employee or agent of Booster or its agents, payment of which shall be Booster's responsibility.

**18. Unavoidable Delay.** The Parties shall not be liable for failure to perform its complete obligations described in this Agreement, if such failure results from any act of God, inclement or severe weather, flood, earthquake, terrorist attack, riot, war, civil unrest, pandemic, or other cause outside of a Party's control that prevents such Party from fulfilling its obligation as outlined in this agreement (a "**Force Majeure Event**"). In the event that the Boosterthon Program is cancelled due to a Force Majeure Event, including any unplanned school/district closures (such as COVID-19), Booster will work with the Client to schedule an alternative date, or provide a virtual option, for the Boosterthon Program at a date that is mutually convenient for the Parties. If rescheduled, the retained Base Cost shall be applied to the newly scheduled Boosterthon Program. If cancelled, due to a Force Majeure Event, Booster shall refund the Base Cost for the Boosterthon Program, and no Party shall have further recourse against the other Party for fees or services with respect to such cancelled event.

**19. Further Assurances.** The parties agree to take such action, and to produce or execute such other documents or agreements as may be necessary or desirable for the execution and implementation of this Agreement and the consummation of the transactions contemplated hereby.

**20. Dispute Resolution.** Any Dispute arising out of or relating to this Agreement or the breach thereof shall be submitted in writing to the other Party. Upon receiving written notice of the Dispute, the Party will have thirty (30) days to respond. If an amenable resolution cannot be achieved within thirty (30) days, the Parties may extend the period for an additional thirty (30) days. If an amenable resolution still cannot be reached, the Parties will elect a single mediator, agreeable to each Party, and submit the Dispute to mediation. The cost of mediation will be shared equally between the Parties. If an amenable resolution cannot be achieved through mediation, each Party may pursue any legal remedy available under the law.

**21. Severability.** If any provision of this Agreement, or part thereof, or the application of any provision, or part thereof, is held invalid or unenforceable, the application of such provision, or part thereof, other than to the extent it is held invalid or unenforceable, shall remain in full force and effect. All other provisions in this Agreement shall remain in full force and effect.

**22. Entire Agreement/Amendment.** This Agreement, together with Exhibits A and B, constitutes the final, complete, and exclusive embodiment of the entire agreement and understanding between Booster and the Client and supersedes and preempts any prior or contemporaneous understandings, agreements, or representations by or between the parties, whether written or oral. Any amendment to this Agreement shall be set forth in writing, dated, and signed by both parties to this Agreement.

**23. Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. Documents, including signatures, transmitted via facsimile or electronic transmission shall have the full force and effect of original documents.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered effective on the date first above written.

“Booster”

BOOSTER ENTERPRISES, INC.

By: DocuSigned by:  
Shannon Good  
AFBCDEDC81204D8...

Name: Shannon Good

Title: Account Executive

Date: 10/13/2022

“Client”

Name of Client: Stowe Elementary

a SCHOOL

By: DocuSigned by:  
Jessica Cook  
9F2890BB51BB432...

Name: Jessica Cook

Title: Principal

Date: 10/13/2022

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit A

Boosterthon Program Schedule

DS  
SG

Event	Date (s)	Parties Involved
Program Kick Off	2023-02-06	
Event Day	2023-02-14	

DS  
JC





Exhibit B

DS  
SG

Pricing Breakdown

DS  
N

- \$500 rolling base cost - paid upfront for first year and rolls over as base cost for every year that client rebooks
- 75% of funds raised to Stowe Elementary
- 25% of funds raised to Booster
- No online processing fee

Booster agrees to provide free glow bracelets OR necklaces for every student on event day.



Booster Enterprises, Inc.  
5300 Triangle Pkwy NW  
Peachtree Corners, GA  
30092

# INVOICE

Date 10/13/2022

Bill To

**School** Stowe Elementary

**Address** 715 101St Ave W

Duluth MN 55808

**DEPOSIT DUE \$ 500**

**Payment Options:**

You will receive a link to the Booster Payment Portal where you can pay your base cost online via ACH. If you would prefer to pay via check, please make them out to Booster Enterprises Inc. Please allow 2 weeks for processing any check payments

## AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of September 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Fleischer, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/22 and shall remain in effect until 6/30/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ \_\_\_\_\_ hourly and \$ 1500<sup>00</sup> in total.

*( \$ 55 per game )*

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: Brett Munsing, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 11 Arbutus Drive, Duluth MN 55810.

**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.

X MPTA \_\_\_\_\_ X 11/15/22  
 Contractor Signature SSN/Tax ID Number Date  
8272 \_\_\_\_\_ 11/17/22  
 Program Director Date

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

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

**Please check the appropriate line below:**

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

01	E	220	292	000	305	700
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

Samuel Zwick \_\_\_\_\_ 11/29/22  
 CFO / Superintendent of Schools / Board Chair Date

Sports PA Announcer  
and Scoreboard

# **DECC**

## **DULUTH ENTERTAINMENT CONVENTION CENTER**

### **RENTAL AGREEMENT**

*THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY*

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**  
(hereinafter referred to as the "Permittee")

Address: **Duluth East High School, 301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2022**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

**December 16-17, 2022** (Friday-Saturday)

**Symphony Hall**  
**Paulucci Hall**

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

**\$2,820.00** (Two Thousand Eight Hundred Twenty Dollars and no cents)

***Plus the following:***

**Equipment List and Audio-Visual - (Effective 1/2022) or current rates**

**Catering and/or Exhibit Arrangements by Separate Agreement**

2. ~~A \$1,000.00 non-refundable deposit is required thirty (30) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center or DECC approved catering vendor. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.
5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the DECC and Fire Prevention Bureau of the City of Duluth.

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance **shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.
11. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, governmental restrictions, and inoperable building conditions.
12. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
13. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
14. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
15. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.
16. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.
17. Permittee shall be subject to and follow all local, state and national orders that potentially restrict the number of attendees or mandate health protocols (such as masking, temperature checks, and physical distancing). Permittee agrees to assume responsibility, and provide adequate staffing, to enforce health protocols and attendance restrictions.



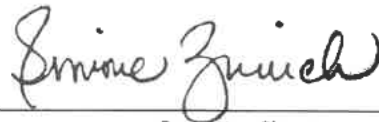
IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

**Dated this 21<sup>st</sup> day of April, 2022**

DULUTH ENTERTAINMENT CONVENTION CENTER

By: \_\_\_\_\_

Dan Hartman, Executive Director  
Duluth Entertainment Convention Center  
(DECC)



\_\_\_\_\_  
*Permittee Signature*

*Exec. Dir. of Finance, Business Services*

\_\_\_\_\_  
*Permittee Title*

*11/22/22*

\_\_\_\_\_  
*Date*

*Rev 12/08*

**No Cost Contracts Signed  
November 2022**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Arctic Wolf	Technology	Incident Response Retainer Offering – no cost
Fond du Lac Band of Lake Superior Chippewa	TLE   MTTS	MOU encouraging cooperation between Fond du lac Human Services and Duluth Public Schools

## Incident Response Retainer Enrollment Form


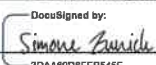
This Incident Response Retainer Enrollment Form (this "**Enrollment Form**") is between the person or entity identified as "Customer" in the signature block below and Tetra Defense, LLC, a Delaware corporation ("**Tetra**"), and is effective as of the effective date in the signature block below (the "**Effective Date**") and includes any other documents that are expressly incorporated by reference. By signing below, each party represents that it has read and understands the terms of the Enrollment Form and agrees to be bound by them, and that it has the full power and authority to accept the terms of this Enrollment Form.

If there is a conflict among the documents that make up the Enrollment Form, the documents will control in the following order: this Enrollment Form and then any URL linked terms set forth herein. No term or condition contained in a purchase order or similar document will apply unless specifically agreed to by the other party in a signed writing, even if the order has been accepted; all such terms or conditions are otherwise hereby expressly rejected.

Item	Description
<b>Retainer Offering</b>	Incident Response Retainer Offering described in the Retainer Terms
<b>Retainer Offering Start Date</b>	Effective Date
<b>Retainer Offering End Date</b>	Last day of the Subscription Term for the eligible Solutions provided by Arctic Wolf Networks, Inc. to Customer pursuant to the terms of the Solutions Agreement located at: <a href="https://arcticwolf.com/terms/msa/">https://arcticwolf.com/terms/msa/</a> or such other negotiated agreement made between the parties or between Customer and its managed service provider, as applicable
<b>Fees For Retainer Offering</b>	No cost

- This Enrollment Form and Customer's receipt of the Retainer Offering is described in and subject to the terms of the Retainer Offering Agreement terms located at <https://arcticwolf.com/terms/> as may be updated from time to time in Tetra's sole discretion ("Retainer Terms") which are incorporated herein by reference and may be updated by Tetra from time-to-time. By signing below, Customer agrees to the Retainer Terms. Any capitalized terms not otherwise defined in this Enrollment Form will have the definitions set forth in the Retainer Terms.
- Customer acknowledges and agrees that this Enrollment Form is a one-time offer which will end on the earlier of the (a) Retainer Offering End Date set forth in the table above, (b) termination of the Subscription Term, or (c) as otherwise terminated as set forth in the Retainer Terms.
- Upon signature by Customer and acceptance of the terms set forth herein, Customer is eligible to receive, and Tetra will provide, the Retainer Offering as described in the Retainer Terms.
- Unless executed by Customer within sixty (60) days following issuance of this Enrollment Form to Customer by Tetra, Tetra's offer for the provision of the Retainer Offering and the terms of this Enrollment Form shall expire and shall have no force and effect on the parties.

**IN WITNESS WHEREOF**, the parties have caused this Enrollment Form to be executed by their duly authorized representatives on the Effective Date.

<b>Tetra Defense, LLC</b>	<b>Customer: Duluth Public Schools</b>
<b>Signed:</b> 	<b>Signed:</b> 
<b>Name:</b> <u>Andrew Hill</u>	<b>Name:</b> <u>Simone Zurich</u>
<b>Title:</b> <u>Chief Legal Officer &amp; General Counsel</u>	<b>Title:</b> <u>Executive Director Business Services</u>
	<b>Effective Date:</b> <u>11/22/2022</u>
<b>Notice Address:</b> 8939 Columbine Road, Suite 150 Eden Prairie, MN 55347 Attn: Legal Department legal@tetradefense.com	<b>Notice Address:</b> ISD #709 Duluth Public Schools 4316 Rice Lake Rd Duluth MN 55811

## **MEMORANDUM OF UNDERSTANDING**

### **Between the Fond du Lac Human Services Division, Behavioral Health Department, and the Duluth Public School District, ISD #709**

#### **I. BACKGROUND AND INTENT**

This Memorandum of Understanding is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a division of the Fond du Lac Band of Lake Superior Chippewa, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Fond du Lac Human Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their mental health services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that the tribally owned and operated Fond du Lac Human Services has a full services Behavioral Health Department designed to serve American Indian children and their families;

WHEREAS, Fond du Lac Human Services desires to locate School Linked Mental Health Therapists, in Duluth Public Schools to provide therapeutic services for students including mental health services such as, diagnostic assessments, mental health treatment plans, and individual therapeutic sessions;

THEREFORE, Fond du Lac Human Services and Duluth Public Schools agree that it is in the best interest of American Indian Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Fond du Lac Human Services Division and Duluth Public School District ISD #709 in its implementation of creating educational successes for American Indian Children by providing quality, culturally appropriate therapeutic services to students with unmet social, emotional, behavioral/mental health needs.

#### **II. ROLES AND RESPONSIBILITIES**

##### **Roles of Fond du Lac and ISD #709**

It is understood that Fond du Lac and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

## **Role of Fond du Lac**

1. Fond du Lac licensed Mental Health Professionals/School-Linked Mental Health Therapists will provide onsite therapeutic services to students at a regularly scheduled time and place for each of several sites as agreed upon by the Fond du Lac Behavioral Health Coordinator, Fond du Lac Mental Health Supervisor, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, Indian Education Director and ISD 709 Principals.
2. American Indian students referred by school personnel or parents will be seen individually by the licensed School-Linked Mental Health Therapist at the child's school in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to established FDL Human Services Division policies and procedures.
3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the licensed professional and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Students served by Fond du Lac Behavioral Health in the Duluth Public Schools are clients of Fond du Lac Human Services and are subject to the same rights and responsibilities as clients served onsite at any Fond du Lac Human Services facility.
5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of Fond du Lac and ISD #709.
6. Locate therapists at Duluth Public Schools in order to provide mental health services in a private setting identified by school administrators.
7. Employ and be responsible for its employees placed at Duluth Schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own case management records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3<sup>rd</sup> party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by Fond du Lac.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.
14. Ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.
15. Ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

### **Role of ISD 709**

1. Meet with Fond du Lac administrative staff to plan a system of mental health service delivery.
2. Inform Principals and school staff of services available and work with Fond du Lac staff to develop a system to identify and refer students that may be in need of mental health services. Meet periodically with Fond du Lac administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. To provide Fond du Lac with a private meeting space for mental health professionals with access to a telephone and internet connection.
4. Upon parental permission and Fond du Lac's request, Fond du Lac will be provided student schedules in order to meet with students for therapy services.
5. Obtain parental permission before referring students to Fond du Lac for therapy services.

### **III. GENERAL TERMS**

**Terms.** This Memorandum of Understanding will begin effective the date of 9-9-22 and will continue through 9-8-2023 unless either party provides written notice per the Termination clause below.

**Termination.** Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

**Confidentiality.** Fond du Lac and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Fond du Lac and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

See pages of the 2018 Behavioral Health Policy and Procedure (attached).

**Referrals.** Parents/Guardians may be referred to the School-Linked Mental Health Therapists by members of the school staff or self-referred by the student or his/her parent according to established Fond du Lac Human Services Division's policies using a written referral form. It is the responsibility of the Parent/Guardian to contact Fond du Lac's SLMH Administrative Specialist to initiate services. The Fond du Lac staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer American Indian students to Fond du Lac Mental Health Professionals for culturally appropriate therapeutic services.

**Data Collection.** Duluth Public School District, upon receiving a signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records and behavioral violations to Fond du Lac Behavioral Health when requested.

**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, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

**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.

**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.

**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: Anthony Bonds/Assistant Superintendent, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Fond du Lac Human Services, Attn: Carol DeVerney, 927 Trettel Lane, Cloquet, MN 55720.

**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.

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

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

**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.

**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.

**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.




Mutual Consent to Collaboration. Fond du Lac and Duluth Public School District agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of School Linked Mental Health services.

**Samuel Moose** Digitally signed by Samuel Moose  
Date: 2022.11.03 11:24:14 -05'00'

**Date:** \_\_\_\_\_

**Fond du Lac Human Services**



**Date:** 11/4/22

**Simone Zurich, Executive Director of Business Services, ISD #709**

**Revenue Contracts Signed  
November 2022**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
Northeast Service Cooperative	\$3,600.00*	Special Services	Providing school nursing supports in northeast Minnesota
St. Louis County - Youth in Action	\$1,000.00*	East HS	Youth in Action (or YIA) is a St. Louis County program that promotes leadership by getting students involved in school and community projects that make a positive impact



**NORTHEAST SERVICE COOPERATIVE  
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into between the Northeast Service Cooperative and the Duluth Public School District (hereinafter referred to as Consultant) to provide school nursing supports in northeast Minnesota, as described in this agreement.

**ARTICLE 1: ENGAGEMENT**

- 1.1. Northeast Service Cooperative shall retain Consultant as an independent contractor, and not as an employee, to provide the services outlined below. Further, the relationship shall not be construed as a partnership, joint venture, or any similar arrangement. Consultant shall provide services in a manner consistent with the standards of those who provide services as stated in this agreement.

**ARTICLE 2: TERM**

- 2.1. Term. This Agreement will be effective from the date of signing and will remain in effect through June 30, 2023, unless earlier terminated pursuant to the terms of this Agreement.

**ARTICLE 3: CONSIDERATION**

- 3.1. Duluth Public School District Commitments. School will provide a licensed school nurse to perform activities as directed by Northeast Service Cooperative, including the following:
  - 3.1.1. Keep current the database of regional school nurse contact information;
  - 3.1.2. Curate and share resources with school nurses in the region;
  - 3.1.3. Plan, coordinate, and facilitate a monthly School Nurse Community of Practice;
  - 3.1.4. Communicate and collaborate with similar positions within the Minnesota Department of Education, Minnesota Department of Health, and the Minnesota Service Cooperatives; and
  - 3.1.5. Consultant will provide documentation of dates and hours worked, and general activities conducted.
- 3.2. Northeast Service Cooperative Commitments. Northeast Service Cooperative will pay School \$3,600. In addition, Northeast Service Cooperative will pay round-trip mileage for any in-person meetings at Northeast Service Cooperative and travel expenses for any pre-approved conferences.

#### **ARTICLE 4: AUTHORIZED REPRESENTATIVE**

- 4.1. **Northeast Service Cooperative's Authorized Representative.** Northeast Service Cooperative's Authorized Representative is Aubrie Hoover, 218-929-1560. She has the responsibility to monitor Consultant's performance and the authority to accept the services provided under this Agreement.
- 4.2. **School's Authorized Representative.** School's Authorized Representative is Simone Zurich, Exec. Dir. of Finance & Business Services.

#### **ARTICLE 5: DATA**

- 5.1. **Government Data.** The parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

#### **ARTICLE 6: GENERAL TERMS**

- 6.1. **Governing Law, Jurisdiction and Attorney's Fees.** This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party.
- 6.2. **Assignment.** Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party. Any prohibited assignment will be invalid.
- 6.3. **Independent Contractor.** Each party is an independent entity under the terms of this Agreement. Neither party will have the right, power, or authority to act or create any obligation on behalf of the other party. Except as otherwise provided, all operational expenses incurred by either party will be borne by the party incurring the expense.
- 6.4. **Hold Harmless.** Contractor will indemnify and hold Northeast Service Cooperative harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement. Northeast Service Cooperative responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 6.5. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.6. **Severability.** If any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.
- 6.7. **Waiver.** Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 6.8. **Publicity and Endorsement.**

6.8.1. Publicity. Any publicity regarding the subject matter of this Agreement must be reviewed by Northeast Service Cooperative and must not be released without prior written approval from Northeast Service Cooperative's Authorized Representative.

6.8.2. Endorsement. Contractor must not claim that Northeast Service Cooperative endorses its products or services.

6.9. Agreement Complete. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

ARTICLE 7: TERMINATION

7.1. Termination Rights. Either party may terminate this Agreement by providing 30 calendar days' written notice to the other party. Should School terminate the contract, the payment due to School will adjust to match the proportion of the contract period completed.

Northeast Service Cooperative  
Aubrie Hoover  
Behavioral & Mental Health Services  
Regional Manager

Signature: 

Date: 11/21/22

Duluth Public School District  
Exec. Dir. of Finance & Business Services

Signature: 

Date: 11/17/2022

Budget Code  
01 R 005 211 000 099 000

**AGREEMENT FOR SERVICES  
BETWEEN ST. LOUIS COUNTY AND DULUTH EAST HIGH SCHOOL**

This Agreement is made and entered into between St. Louis County (the "County"), a body politic and corporate existing under the laws of the State of Minnesota, and Duluth East High School ("Contractor").

**WITNESSETH:**

WHEREAS, the County wishes to purchase from Contractor certain services as set forth in the document attached hereto as Exhibit A (the "Exhibit").

WHEREAS, Contractor has the training, experience, and knowledge to provide such services.

WHEREAS, there are funds available to the County for the purchase of such services.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, the County and Contractor hereby agree as follows:

**1. CONTRACT**

The term "Contract" means this Agreement and the Exhibit, which is hereby incorporated by reference.

**2. CONTRACT TERM**

The term of the Contract shall begin on September 1, 2022, and end on June 1, 2023, unless sooner completed or terminated as provided herein.

**3. RESPONSIBILITIES OF CONTRACTOR**

Contractor shall provide services as described in the Exhibit.

**4. PERSONNEL**

Contractor shall provide the purchased services unless otherwise approved by the County.

**5. RESPONSIBILITIES OF COUNTY**

The County shall designate a representative of the County for purposes of the Contract. The representative of the County shall provide data and other information reasonably requested by Contractor.

**6. COMPENSATION AMOUNT**

The County shall pay Contractor \$1,000.00 for the services provided under the Contract.

**7. PAYMENT**

Contractor shall invoice the County annually for services detailing the services performed. The County shall make payment within 35 days from its receipt of the invoice unless the County in good faith disputes the obligation (see Minn. Stat. § 471.425).

**8. INSPECTION AND EVALUATION**

The County may conduct periodic site visits to determine compliance with the Contract and to evaluate the quality of services provided by Contractor pursuant to the Contract. The County may survey service recipients and other interested persons to determine the level of satisfaction with the services provided pursuant to the Contract. Contractor shall cooperate with the County in conducting any such survey or evaluation.

The County may require Contractor to perform periodic reporting of the following:

(a) Performance measurement and management: Contract shall comply with County standards for program-level goals and objectives that include a method and measure for gauging progress towards those goals and objectives. Baselines or targets developed through benchmarking with other organizations shall be developed as applicable. The system for monitoring key performance indicators is explained in the Exhibit.

(b) Reporting: Contractor shall submit a report of results in the County-approved format following the budget calendar cycle.

**9. AUDIT**

To the extent Minn. Stat. § 16C.05, subd. 5, applies to the Contract, the books, records, documents, and accounting procedures and practices of Contractor that are relevant to the Contract are subject to examination by the County and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Such material is also subject to review by the Comptroller General of the United States, or a duly authorized representative thereof, if federal funds are used for any work under the Contract. Contractor shall maintain such material for at least six years from the date on which services or payment were last provided or made and for a longer period if any audit in progress requires further retention.

**10. OWNERSHIP OF DOCUMENTS**

All materials prepared or developed by Contractor or its employees or independent contractors hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms, specific to the County, shall become the property of the County when prepared, whether delivered to the County or not, and shall be delivered to the County, together with any materials furnished by the County, upon the County's request or in any event upon the end of the Contract term or termination of the Contract.

**11. TAXES**

Contractor shall pay all applicable sales taxes and be responsible for the payment of any and all payroll taxes and contributions for unemployment compensation insurance and Social Security which are measured by the wages, salaries, or other remunerations paid to employees of the Contractor and shall submit evidence of the same to the County upon the County's request.

**12. INDEPENDENT CONTRACTOR**

At all times and for all purposes hereunder, Contractor shall be an independent contractor and not an employee of the County. No statement in the Contract shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/dental benefits, and indemnification for personal injury or property damage claims.

No withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, shall be made from the payments due Contractor. It is Contractor's sole obligation to comply with the applicable provisions of all federal and state tax laws.

Contractor shall at all times be free to exercise initiative, judgment, and discretion as to how best perform or provide the services contemplated by the Contract.

Contractor is responsible for hiring sufficient workers to perform the services and duties required under the Contract, withholding the workers' taxes, and paying all other employment tax obligations on their behalf.

**13. SUBCONTRACTING AND ASSIGNMENT**

Contractor shall neither enter into subcontracts for the performance of any of the services contemplated by the Contract nor assign the Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Contractor shall be responsible for the performance of all subcontractors.



#### **14. DATA PRACTICES**

To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Contract, all the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall not provide public access to or release to the public or any third party any data relating to the Contract without the County's prior written approval. If Contractor receives a request for data relating to the Contract, Contractor shall forward the request to the County for response.

#### **15. COMPLIANCE WITH NON-DISCRIMINATION LAWS**

Contractor shall comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, disability, and age.

#### **16. INSURANCE**

Contractor must maintain the following insurance for the duration of the Contract. A certificate of insurance for each policy must be on file with the County Purchasing Division within 10 days of the parties' execution of this Agreement and prior to the commencement of any work under the Contract. Contractor shall secure an endorsement to each policy requiring 10 days' notice of cancellation for cancellation based upon non-payment of premiums to all named and additional insureds and 30 days' notice of cancellation for nonrenewal or material change to all named and additional insured.

The County reserves the right to rescind the Contract if Contractor does not comply with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and Contractor shall submit copies of policies to the County upon written request. All subcontractors shall provide evidence of the same coverage.

##### **A. General Liability Insurance**

\$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.

\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors, and subcontractors and contractual and environmental liability.

**The County shall be named as an additional insured on a primary and non-contributory basis.**

**B. Business Automobile Liability Insurance**

\$500,000 for claims for wrongful death and each claimant.

\$1,500,000 each occurrence.

Must cover owned, non-owned, and hired vehicles.

**C. Workers' Compensation Insurance**

Per statutory requirements. Certificate of compliance must be executed and filed with the County.

**D. Professional Liability Insurance**

Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability arising from the acts or omissions of Contractor and its agents and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate.

**17. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and its officers, employees, and agents from and against any and all damages, expenses (including attorneys' fees, expert witness fees, and other litigation costs), liabilities, claims, and causes of action arising from sickness, injuries, damage to, or death of any person or damages to or loss of any property caused by any act or omission of Contractor, its employees, or anyone else for whose acts Contractor may be liable. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity that otherwise exist as to any party or person described in the Contract.

Contractor agrees that, to protect itself and the County under the indemnity provisions set forth herein, it shall always during the term of the Contract keep in force policies of insurance as provided in section 16 of this Agreement.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way Contractor's liability, but is intended solely to provide for indemnification of the County for damages or injuries to third parties or property arising from Contractor's or its agents' performance hereunder.

**18. AMENDMENTS**

No alteration, variation, modification, waiver, or amendment of the provisions of the Contract shall be valid unless it has been reduced to writing and signed by authorized representatives of the County and Contractor.

**19. TERMINATION**

If Contractor fails to perform its obligations under any provision of the Contract or so fails to administer the work as to endanger the performance of the Contract this shall constitute a default. Unless the County excuses Contractor’s default, the County may upon written notice to Contractor immediately terminate the Contract in its entirety.

The County may terminate the Contract without cause upon 90 days’ written notice to Contractor.

The County’s failure to insist upon strict performance of any provision of the Contract or to exercise any right under the Contract shall not constitute a relinquishment or waiver of the same unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Contract.

The County shall pay Contractor for actual work done to the date of termination.

**20. NOTICES/COMMUNICATIONS**

All notice and demands made pursuant to the Contract shall be directed in writing to:

Contractor

County

[Duluth East High School]

[St. Louis County]

**21. OTHER TERMS AND CONDITIONS**

**A. Compliance with Laws/Standards**

Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now or hereafter in effect pertaining to the Contract and the facilities, programs, and staff for which Contractor is responsible.

**B. Licenses**

Contractor shall procure at its own expense all licenses, permits, and other rights required for the performance of services contemplated by the Contract. Contractor shall inform the County of any change to the above within five days after the change occurs.

**C. Choice of Law**

The Contract shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the principles of conflict of laws.

**D. Forum Selection**

Any action arising from or relating to the Contract shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota, or the United States District Court for the District of Minnesota.

**E. Limitation of Liability**

Neither party shall be liable to the other party for any special, consequential, or punitive damages or attorneys' fees arising from or relating to any breach of the Contract under any circumstances.

**22. WAIVER**

No waiver by the County or Contractor of any provision of the Contract shall constitute or imply a subsequent waiver of that or any other provision of the Contract.

**23. UNAVOIDABLE DELAY**

Contractor shall not be held responsible for damages caused by delay or failure to perform when such delay or failure to perform is due to fires, strikes, acts of God, legal acts of the public authorities, delays or defaults caused by public carriers, or acts or demands of the government in time of war or national emergency.

**24. SEVERABILITY**

The provisions of the Contract are severable. If any part of the Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of the Contract unless severing the part or parts which are void, invalid, or unenforceable substantially impairs the value of the entire Contract with respect to either party.

**25. ORDER OF PRECEDENCE**

In all instances in which the Exhibit is inconsistent with this Agreement, this Agreement shall govern and control.

**26. FINAL AGREEMENT**

The Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the agreed-upon terms and conditions. It shall supersede all prior negotiations, understandings, or agreements between the parties. There are no oral or written representations, warranties, or stipulations not contained in the Contract.

**IN WITNESS WHEREOF**, the County and Contractor have executed this Agreement on the dates stated below.

**DULUTH EAST HIGH SCHOOL**

**ST. LOUIS COUNTY**

By: *Danette Sebor*

By: \_\_\_\_\_

Its: *Principal*

Its: \_\_\_\_\_

Dated: *11/15/22*

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND EXECUTION:**

\_\_\_\_\_  
Nick D. Campanario  
Assistant County Attorney

Dated: \_\_\_\_\_

DAMION No.

# Youth in Action – Advisor Guidelines and Expectations

## **Membership & Recruitment**

Youth in Action builds leadership and participation amongst students in St. Louis County schools and communities, and greater Minnesota.

Students join Youth in Action for a variety of reasons. As a member of YIA, students will:

- Make new friends
- Have new experiences
- Gain leadership and teamwork skills
- Learn the value of service
- Strengthen communication and time management skills
- Gain self-confidence
- Build their resumes
- MAKE A DIFFERENCE in the lives of others, and so much more!

Membership is open to students in grades 9-12 in the southern areas of St. Louis County and 7-12 in the northern areas of St. Louis County.

- YIA recently expanded the program in some areas to include 7<sup>th</sup> & 8<sup>th</sup> grade students. New 7<sup>th</sup> & 8<sup>th</sup> grade students are welcome to join the program with the understanding that they must abide by the YIA Code of Conduct and that some opportunities may be reserved for 9-12<sup>th</sup> grade students only.

To join Youth in Action, each student must have the following:

- Membership Enrollment form
  - This 3-page form is to be filled out by the student and signed by a parent/guardian
- Acknowledgement of our Code of Conduct
  - As a member of YIA, students are expected to conduct themselves appropriately

Advisors are responsible for distributing and collecting YIA enrollment forms. YIA forms can be found in the Advisor Binder in the “Membership” section, on the YIA website: [www.yiamn.org](http://www.yiamn.org), or from a SLC Coordinator.

Advisors should keep a copy, and return original forms to YIA coordinators or Support Staff:

Sarah Westerberg  
SLC Extension Office  
Government Services Center  
201 S. 3<sup>rd</sup> Ave. W.  
Virginia, MN 55792

As a Youth in Action advisor for your respective school, you are the liaison between the students, program coordinators, and various organizations that we partner with.

Here is what we need from you:

- Distribute and collect forms and return them to program coordinators. This includes, but is not limited to, enrollment forms and event permissions.
- Encourage meeting and event attendance throughout the school year and the summer (remember that we are a year-round program).
- Set up and act as an administrator on a social media communication platform such as Remind, Team Reach, Schoology, or whichever platform is designated for your school. Communications between advisor, coordinators and students is very important.
- Create and manage a bank account if your group will be doing any sort of fundraising that isn't on behalf of another non-profit organization.
- **Recruitment/Retention:** This is perhaps one of the most important duties when it comes to membership as you have the most access to the students. We rely on you to be a voice and advocate for the YIA program in school.

This can be achieved by:

- Spreading the word about YIA
- Posting literature and flyers around your school
- Promoting YIA activities and events
- Scheduling announcements
- Supporting student activities and ideas through volunteering /participation/team building
- Encouraging students to work with coordinators at a YIA booth or table during lunch, or Open House/Activity Fairs
- Speaking at back-to-school events, activities fairs, school assemblies, open houses, etc. about YIA. This can be done with the current students
- Hosting co-meetings with other clubs (i.e., Student Council, LEOs) and partnering with them for certain events
- Speaking one-on-one with students
- Creating a sense of acceptance and belonging for students

YIA Advisors should stress the importance of participation and proactive engagement. All participation is voluntary, and we rely on the commitment and effort of our students to operate. We encourage following through on what you say you are going to do!

## **Purchasing and Financial Information**

All purchasing is typically done through St. Louis County (SLC) staff via a procurement card, invoicing, or special accounts. YIA has designated shopping locations, per county purchasing policies.

### **School Accounts**

- Setting up a club account through the business or activities office for fundraisers and purchases is necessary for fundraising efforts unless a fundraiser is organized by an outside organization.

### **Fundraising**

- YIA is happy to assist your school/YIA participants with fundraising efforts. We believe this fosters community and teaches youth leadership skills through stewardship and service.
- Fundraised proceeds should be deposited into school accounts or donated directly to the source.

### **Make a Difference (MAD) Conference Purchasing**

- Please see the “MAD Conference” portion of this binder

## **Transportation**

When an event is conducted off school campus, students can often utilize their own transportation, whether they drive themselves, ride with a family member, with a friend, or one of the program coordinators (on a limited basis). Sometimes, school transportation is necessary.

Please see the “Transportation” section of this binder for general transportation forms.

### **Advisor Responsibilities**

As your school’s advisor, we rely on you to communicate with your transportation department to ensure that students can attend events.

We need you to:

- Create school bus (or van) requisition submissions
- Distribute and collect any permission forms required of your school
- Provide reminders to your transportation department as needed. It has been observed that bus garages have forgotten even when these requisitions have been made
- Per county policy, transportation reimbursement forms must be submitted to the county with 30 days. We cannot guarantee reimbursement if there is a delay



## **Meetings**

*A meeting time that advisors and coordinators have agreed upon. The coordinators will be at the meeting and, if we can't be there, we'll communicate that ahead of time and the same expectations for the advisor if they cannot attend. Due to prior commitments our presence isn't always possible. We encourage advisors to lead meetings even if a coordinator isn't there.*

- YIA meetings are held bi-weekly, or weekly, typically during the senior high lunch period. Please note meetings times may not align due to divided junior and senior high lunch periods
- All students should sign-in at each meeting. Morning & after school meetings are welcomed
- Additional working meetings are always welcome
- Please have students keep track of their YIA hours, in the provided advisor binder. It is helpful to do this once per month, so students do not forget what they have participated in
- Members can have a president, secretary, and treasurer; this may help with notetaking, agendas, and to be responsible for financial tracking. This is not a requirement but works well in many schools

## **Activities**

We have a variety of events throughout the calendar year! There tends to be an influx of events and activities around the fall, holidays, and spring. These events are ideally run by the students, but will many times need facilitation by advisors and program coordinators. Students do occasionally miss classes to prepare or attend an activity. Advisors are not required to be present for all events, but you are certainly welcome and encouraged! Program coordinators are also not always able to be at every event, which will be communicated prior.

### **Advisor Responsibilities**

- Request school building permissions for events, or delegate students to ask
- Ensure that all are dismissed for both in-school and out of school activities
- Distribute and collect YIA permission forms, as well as any permission forms required by your school
- Utilize a student sign-in sheet and ensure that all students sign in
- Take photos and videos to assist with social media content

Please see the “Activities” section of this binder for sign-in sheets, permission forms, and any others you may need.

## **Scholarships**

YIA currently offers scholarships for seniors based on engagement and commitment to the program.

## **Make a Difference Conference**

The mission of the annual Make a Difference Conference is to strengthen, educate and inspire young people with the help of partners so they can make a difference in their communities through leadership, advocacy, and service and to recruit, grow, and promote the Youth in Action program.

The Make a Difference Conference is YIA's largest event of the year. This event is open to current Youth in Action participants and youth that aren't involved in the program. The event generally is one day during the school year, with one half day of setup on the day before. Students are asked to volunteer for the minimal setup as an exercise in leadership and event management.

## **Advisor Responsibilities**

- Promotion and recruitment, please refer to the recruitment and Retention section on page 2.
- Chaperone for the day: Advisors are expected to participate and engage for the duration of the event. This includes:
  - Attending student workshops and facilitate the workshops that include an advisor's school/student
  - Greet youth and give directions
  - Attend advisor meet and greet (day of the conference)
  - Coordinate transportation on the day of the event and ensure students are accounted for
  - Verify and collect permission slips by the deadline

## **Lettering**

Some of our schools participate in a lettering program. If you are interested, please contact a YIA coordinator to discuss details and requirements.

## **Leadership Council**

Youth in Action Leadership Council is a group of active members to help lead the program. The students are asked to use their voice about project ideas, events, and the general direction of the Youth in Action program to help keep the program growing and relevant. Members of the Leadership Council will have the opportunity to offer topic ideas for the conference workshops, help pick keynote speakers for our big events, help plan and execute our M.A.D. Conference and Leadership Retreat.

The Leadership Council typically meets virtually about once a month. Students from different schools update each other about happenings in their area and ways for others to get involved.

### **Advisor Role**

- Information about the Council should be shared with students.
- Nominations for new student Leadership Council members throughout the school year.

**Grant Applications  
November 2022**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
Miller-Dwan Foundation	Leigh Ann Viche / DAPE Teacher	Miller Dawn Foundation Grant	\$2,500	Adapter training wheels and adapted scooter fir DAPE students
MN Department of Transportation	Kathi Kusch Marshall/ Principal Congdon Park Elem	MN Safe Route to School Grant	\$49,634	Safe route to school plan