

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 25th day of February, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Sarah Agaton-Howes, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 25th, 2021, and shall remain in effect until June 9th, 2021 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 Attend the initial community meeting via googlemeets, conduct 2 meetings via googlemeets, with students from East, and Denfeld, to discuss Ojibwe design elements, and help them come up with ideas and drawings, design the ISD709 district Ojibwemowin logo (the language bird), combine the student drawings from each school with the district logo to create a unique sign template for each school, and participate in a "reveal" when the signs are done. The contractor will be available via scheduled GoogleMeets to provide sessions in a safe virtual environment for all participants. It will not be necessary for the Contractor to meet in-person or at the school site.

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 \$2,250.00 (Two-thousand

two-hundred fifty dollars) at a rate of \$75.00 (Seventy-five dollars) an hour. This will be about a total of 30 hours.

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 will not reproduce the programming in any fashion, nor 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. The cultural protocols of the Contractor will be recognized in regards to ownership of materials. Permission to record or reproduce must be granted by the Contractor prior to performance of services.

**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 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: **Sarah Agaton-Howes** 1245 Northrup Rd Cloquet MN, 55720 218-213-7169

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.

Sarah A Agaton Howes \_\_\_\_\_ 2/25/21  
Contractor Signature SSN/Tax ID Number Date  
\_\_\_\_\_ 2/25/21  
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).

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\_\_\_\_\_ 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

Catharine E. Dora \_\_\_\_\_ 3-1-21  
CFO / Superintendent of Schools / Board Chair Date

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 31st day of March, 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and Peggy Blalock, 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 May 1<sup>st</sup>, 2021 and shall remain in effect until December 31, 2021, 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.** Assist with transition of the new Finance Manager.

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 \$51.41 hourly and \$15,000.00 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: Simone Zunich, 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) 5755 N Pike Lake Rd, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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



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

Pecky Blacklock [REDACTED] 3/31/2021  
Contractor Signature SSN/Tax ID Number Date  
Simone Zunic 3/31/2021  
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:**

XX 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).

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| 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

Carlton Gubser 3/31/21  
CFO / Superintendent of Schools / Board Chair Date

## **SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the "School District", and the CITY OF DULUTH, hereinafter referred to as "City".

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

### **ARTICLE I**

#### **SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES**

1. For the purpose of this Agreement, the term "school resource officer" (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children's and the community's needs and problems.

1.2. The duties of the school resource officer include the following:

- a. SROs will not have responsibility for enforcement of school discipline.
- b. Actively promote the goals and mission statement of the Duluth Police Department.
- c. Promote and participate in the Department's community policing efforts.

- d. Conduct preliminary and follow-up investigations, to include interviews, collection of evidence, prepare, and serve warrants, and submit cases to the St. Louis County Attorney's Office for juvenile prosecution.
- e. Work in cooperation with agencies that serve juvenile justice needs, to include government and supportive service agencies.
- f. Work with entities outside the school to resolve issues involving juvenile behavior.
- g. Serve as a resource to staff, administration, parents and students regarding juvenile justice issues. Be a resource for students who may need help for any reason. This may include speaking or presenting to a class or other venues on topics relating to school safety and student welfare.
- h. Serve as a resource to other officers in coordinating and facilitating information as well as investigations involving juveniles.
- i. Meet or participate in student-focused teams in school.
- j. Make referrals to the appropriate community service agencies or school personnel when the SRO is made aware of information or observes conditions that jeopardize the welfare of students.
- k. When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family, consulting with probation, social services, Juvenile Detention Alternatives Initiatives (JDAI) community coaches, or other appropriate organizations. Other courses of action to punitive measures may also include school, or community-based restorative programs.
- l. Establish a close association with youth who have committed delinquent acts to reduce recidivism.
- m. Monitor runaway reports, and take action when appropriate. Make referrals to the appropriate human service agencies.

n. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.

o. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.

p. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.

q. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The SRO shall not have disciplinary authority within the school.

## ARTICLE II

### FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2. The parties agree that, notwithstanding the date of execution, this Agreement shall commence on March 8, 2021 and will continue through the end of the 2020-2021 school year, terminating on June 10, 2021. The parties further agree that during the life of this Agreement the number of school resource officers actually employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties.

2.1 During the term of this Agreement, school resource officers shall spend the following proportion of their time working directly on school district issues as identified in Paragraphs 1.2 a-q, above:

During the week of 3/8/21: 4 hours/day, 4 days/week;

During the week of 3/15/21: 4 hours/day, 4 days/week;

During the week of 3/22/21: 4 hours/day, 4 days/week; and

During the weeks of 3/29/21 and continuing through June 10, 2021: 8 hours/day, 4 days/week.

2.2 School District agrees to pay to the City per school resource officer for a total of four (4) school resource officers during the term of this Agreement in accordance with the following schedule:

\* For the weeks beginning 3/8/2021, 3/15/2021 and 3/22/2021, the School District will pay for each school resource officer at the rate of \$48.83 per hour, four hours per day, and four days per week.

\* For the weeks beginning 3/29/2021 and continuing through 6/10/2021, the School District will pay for each school resource officer at the rate of \$48.83 per hour, eight hours per day, and four days per week.

The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

### ARTICLE III RESPONSIBILITY OF SCHOOL DISTRICT

3. The School District shall be responsible for the following duties and/or services:

a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.

b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.

c. Require its principals to coordinate the efforts of the school resource officer within the schools.

## ARTICLE IV RESPONSIBILITY OF CITY

4. The City shall be responsible for the following duties and/or services:
  - a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Paragraph 2, above.
  - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments shall be at the discretion of the Chief of Police or the Chief's designee.
  - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.
  - d. Provide training and education within the scope of the Police Department of the City.
  - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five consecutive days.
  - f. The City will collaborate with School District administration in the hiring and performance review process of all SROs.

## ARTICLE V INDEMNITY AND HOLD HARMLESS

5. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the City or otherwise) or any activities sponsored by the City taking place on any such property,

structures or equipment.

5.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

5.2 The indemnity provisions of Paragraph 5 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School District, its officers, agents or employees.

5.3 The indemnity provisions of Paragraph 5.1 hereof shall not apply to any liability or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

5.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

5.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

## ARTICLE VI GENERAL PROVISIONS

6. Regardless of the date of attestation, this Agreement shall commence on March 8, 2021 and continue in effect for the duration of the 2020-2021 school year and ending on June 10, 2021.

6.1 It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

6.2 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

6.3 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

6.4 This Agreement, together with all of 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.

6.5 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

6.6 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of Business Services, 215 N 1<sup>st</sup> Ave East, Duluth Minnesota 55802 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

6.7 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

6.8 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

6.9 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

6.10 The understandings of Paragraph 6.9 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this



Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO.  
709

DocuSigned by:  
By:   
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Mayor

DocuSigned by:  
By:   
Catherine A. Erickson  
Executive Director 3/29/2021

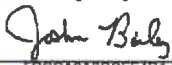
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City Clerk

DocuSigned by:

DATE: 3/29/2021



Countersigned:

DocuSigned by:  
  
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City Auditor

Approved as to form:

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City Attorney



# EXHIBIT A

## DULUTH POLICE DEPARTMENT

### JOB SPECIFICATIONS

#### SCHOOL RESOURCE OFFICER

#### I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

#### II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

#### III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
  - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
  - collect and preserve evidence and provide for its identification and analysis;
  - prepare and serve search warrants and arrest warrants when needed;
  - complete written reports; and
  - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.



## City of Duluth

411 West First Street  
Duluth, Minnesota  
55802

### Certified Copy

Resolution: 21-0169R

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**File Number: 21-0169R**

RESOLUTION AUTHORIZING PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH INDEPENDENT SCHOOL DISTRICT NO. 709 TO PROVIDE FOR LAW ENFORCEMENT OFFICERS IN THE PUBLIC SCHOOLS.

**CITY PROPOSAL:**

RESOLVED, that the proper city officials are hereby authorized to enter into an agreement with Independent School District No. 709 to provide law enforcement officers in the public schools, said agreement to be substantially in the form of the attached document A; payments from the school district to be deposited in Fund No. 110-160-1610-4261 (general, police, administration and investigation, Independent School District 709).

This Resolution was adopted unanimously.

I, Chelsea Helmer, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 3/22/2021, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

DocuSigned by:

  
7A24D1125583459...

DocuSigned by:



3/29/2021

**Date Certified**


**Exhibit A Frontline Customer Order Form**  
**Q-68453**

1400 Atwater Drive Malvern, PA 19355

03/29/2021

| Customer:   | Order Form Details:   |
|---|---|
| Duluth Public Schools - Independant School District 709<br>215 N 1st Ave E<br>Duluth, Minnesota, 55802<br>United States                               | <b>Pricing Expiration:</b> 4/25/2021<br><b>Quote Currency:</b> USD<br><b>Account Manager:</b> Andrew Turonie  |
| <b>Contact:</b> Cathy Erickson<br><b>Title:</b> Chief Financial Officer<br><b>Phone:</b> (218)336-8704<br><b>Email:</b> catherine.erickson@isd709.org | <b>Startup Cost Billing Terms:</b> One-Time, Invoiced after signing<br><b>Subscription Billing Frequency:</b> Annual<br><b>Sale Type:</b> New<br><b>Initial Term:</b> 7/01/2021 – 6/30/2022 |

| Pricing Overview             | Amount             |
|------------------------------|--------------------|
| <b>One-Time Fees</b>         | <b>\$14,110.00</b> |
| <b>Annual Recurring Fees</b> | <b>\$59,837.10</b> |

| One-Time Fees Itemized Description              | Quantity | Amount (each) | Amount      |
|---|----------|---------------|-------------|
| Frontline Implementation                        | 1        | \$11,050.00   | \$11,050.00 |
| Custom Virtual Session - Prof Learning Mgmt     | 1        | \$446.25      | \$446.25    |
| Historical Transcript Migration                 | 1        | \$1,275.00    | \$1,275.00  |
| Custom Virtual Session - Learning & Collab Rsrc | 1        | \$446.25      | \$446.25    |
| Custom Virtual Session - Learning & Collab Rsrc | 1        | \$446.25      | \$446.25    |
| Custom Virtual Session - Learning & Collab Rsrc | 1        | \$446.25      | \$446.25    |

| Annual Recurring Fees Itemized Description                                 | Start Date | End Date  | Amount      |
|--|------------|-----------|-------------|
| Frontline Central Solution   | 7/01/2021  | 6/30/2022 | \$16,017.00 |
| Professional Learning Management, unlimited usage for internal employees   | 7/01/2021  | 6/30/2022 | \$15,656.10 |
| Learning & Collaboration Resources, unlimited usage for internal employees | 7/01/2021  | 6/30/2022 | \$21,600.00 |
| Screening Assessments, unlimited usage for internal employees              | 7/01/2021  | 6/30/2022 | \$6,564.00  |



1400 Atwater Drive Malvern, PA 19355

03/29/2021

#### Additional Order Form Information

#### 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

#### Professional Services Information

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.


**Exhibit A Frontline Customer Order Form**  
**Q-68453**

1400 Atwater Drive Malvern, PA 19355

03/29/2021

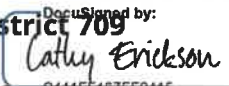
| Invoicing Schedule   | Due Date            | Amount                                    |
|--|---------------------|---|
| <b>Invoice: One Time</b>   | <b>Upon Signing</b> | <b>\$14,110.00 + applicable sales tax</b> |
| Frontline Implementation   |                     | \$11,050.00                               |
| Custom Virtual Session - Prof Learning Mgmt                                |                     | \$446.25                                  |
| Historical Transcript Migration  |                     | \$1,275.00                                |
| Custom Virtual Session - Learning & Collab Rsrc                            |                     | \$446.25                                  |
| Custom Virtual Session - Learning & Collab Rsrc                            |                     | \$446.25                                  |
| Custom Virtual Session - Learning & Collab Rsrc                            |                     | \$446.25                                  |
| <b>Invoice: Annual</b>   | <b>7/31/2021</b>    | <b>\$59,837.10 + applicable sales tax</b> |
| Frontline Central Solution   |                     | \$16,017.00                               |
| Professional Learning Management, unlimited usage for internal employees   |                     | \$15,656.10                               |
| Learning & Collaboration Resources, unlimited usage for internal employees |                     | \$21,600.00                               |
| Screening Assessments, unlimited usage for internal employees              |                     | \$6,564.00                                |



1400 Atwater Drive Malvern, PA 19355

**MASTER SERVICES AGREEMENT**

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

|  |  |
|--|--|
| <b>Frontline Technologies Group LLC dba<br/>Frontline Education</b><br>Signature: _____<br>Name: _____<br>Title: _____<br>Address: 1400 Atwater Drive<br>Malvern, PA 19355<br>Email: billing@frontlineed.com | <b>Duluth Public Schools - Independant<br/>School District 709</b><br><small>DocuSigned by:</small><br>Signature: <br><small>C441FF107FF2415...</small><br>Name: Cathy Erickson<br>Title: Chief Financial officer<br>Address: 215 N 1st Ave E<br>Duluth, Minnesota 55802<br>Email: catherine.erickson@isd709.org |
|--|--|

**Attached:** Terms and Conditions  
Exhibit A

01-E-005-110-151-405-011





1400 Atwater Drive Malvern, PA 19355

#### ORDER FORM TERMS AND CONDITIONS

1. The initial term of this Order Form shall (a) begin on the Subscription Start Date (as defined in Section 2 below) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services.
2. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline upon execution of this Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form.
3. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer.
4. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.

To the extent Proactive Recruiting is included in this Order Form, the following terms and conditions shall apply

1. Proactive Recruiting, accessed at the URL [www.teachers-teachers.com](http://www.teachers-teachers.com) or any successor (referred to as "Proactive Recruiting") is a web-based service where employers (such as, but not limited to, schools or school districts) can advertise to and communicate with a database of individuals and prospective employees (such as, but not limited to, prospective teachers or administrators) ("Prospective Employees"). The terms and conditions set forth below govern the Customer's and its representatives' use of the Proactive Recruiting website and services and are legally binding on the Customer.
2. Information pertaining to Prospective Employees and other individuals found through Proactive Recruiting is confidential and will not be shared with anyone by Customer outside of the Customer. The Customer will not distribute, disclose or transfer such information to third parties unless compelled to by law.
3. Notwithstanding anything to the contrary in these terms and/or any other agreements between the parties, as between the parties, Frontline owns all right, title and interest in and to any and all individual Prospective Employee (and or any other individuals') profile data and resume data, whether or not created or updated via the Proactive Recruiting services, including, without limitation, via Teachers- Teachers.com and/or K12jobspot.com.
4. The Customer will not provide services in competition with or substantially similar to the services provided by



1400 Atwater Drive Malvern, PA 19355

Frontline.

5. The Customer understands that Frontline does not screen or verify any information provided by the individuals listed on its website. Therefore, the Customer is responsible for conducting its own search into the background, qualifications and credentials of any Prospective Employee it chooses to hire. The Customer will use the Teachers-Teachers service in compliance with all applicable laws.
6. The Customer is prohibited from taking any action to circumvent or attempt to circumvent the security and access control provisions of Teachers-Teachers.com. The Customer acknowledges that it may not:
  - a. Provide false or misleading information on Teachers-Teachers.com or to Frontline.
  - b. Use Teachers-Teachers.com to violate any applicable law or regulation, or violate the privacy or publicity rights of any other person.
  - c. Post any information that is abusive, defamatory, discriminatory, hateful, obscene, vulgar, sexually-orientated, threatening, or otherwise objectionable.
  - d. Harass, stalk, or otherwise subject any user of Teachers-Teachers.com and/or its services to unwanted and/or inappropriate contact.
  - e. Post any position or business opportunity which requires payment from the applicant/Prospective Employee or requires recruitment of other individuals, sub-distributors or sub-agents such as a multi-level marketing scheme, pyramid scheme, franchise or distributorship arrangement.
  - f. Use Teachers-Teachers.com and/or its services and/or its materials for any purpose other than to identify Prospective Employees for employment opportunities.
  - g. Make any changes, additions and/or deletions to any submissions posted by any user without the express written authorization of such other user.
  - h. Intentionally expose Teachers-Teachers.com and/or its services to any computer virus or any other program or code intended to disrupt or disable to operations of the website or its services.
  - i. Use any robot, spider or other program or device to retrieve or index any portion of the Teachers-Teachers.com website.
  - j. Harvest or otherwise collect information about users for any purpose other than use of Teachers-Teachers.com and/or its services as expressly permitted herein.
7. The foregoing list of prohibitions is illustrative and is not intended to be complete or exclusive. Frontline reserves the right to terminate our relationship with the Customer under these terms and prohibit the Customer's access to Teachers-Teachers.com and/or its services or to edit, remove or close any posting by the Customer for any reason.


**Exhibit A Frontline Customer Order Form**  
**Q-68409**

1400 Atwater Drive Malvern, PA 19355

03/29/2021

| Customer:   | Order Form Details:   |
|---|---|
| Duluth Public Schools - Independant School District 709 | <b>Pricing Expiration:</b> 4/25/2021                                |
| 215 N 1St Ave E   | <b>Quote Currency:</b> USD  |
| Duluth, Minnesota, 55802                                | <b>Account Manager:</b> Andrew Turonie                              |
| United States   |   |
| <b>Contact:</b> Cathy Erickson                          | <b>Startup Cost Billing Terms:</b> One-Time, Invoiced after signing |
| <b>Title:</b> Chief Financial Officer                   | <b>Subscription Billing Frequency:</b> Annual                       |
| <b>Phone:</b> (218)336-8704                             | <b>Sale Type:</b> New   |
| <b>Email:</b> catherine.erickson@isd709.org             | <b>Initial Term:</b> 7/01/2021 – 6/30/2024                          |

| Pricing Overview             | Amount             |
|------------------------------|--------------------|
| <b>One-Time Fees</b>         | <b>\$6,120.00</b>  |
| <b>Annual Recurring Fees</b> | <b>\$20,465.25</b> |

| One-Time Fees Itemized Description | Quantity | Amount (each) | Amount     |
|------------------------------------|----------|---------------|------------|
| Frontline Implementation           | 1        | \$6,120.00    | \$6,120.00 |

| Annual Recurring Fees Itemized Description                              | Start Date | End Date  | Amount      |
|---|------------|-----------|-------------|
| Absence & Substitute Management, unlimited usage for internal employees | 7/01/2021  | 6/30/2022 | \$16,630.50 |
| Absence & Substitute Management, unlimited usage for internal employees | 7/01/2022  | 6/30/2023 | \$17,462.03 |
| Absence & Substitute Management, unlimited usage for internal employees | 7/01/2023  | 6/30/2024 | \$18,335.13 |
| Proactive Recruiting, unlimited usage for internal employees            | 7/01/2021  | 6/30/2022 | \$3,834.75  |
| Proactive Recruiting, unlimited usage for internal employees            | 7/01/2022  | 6/30/2023 | \$4,026.49  |
| Proactive Recruiting, unlimited usage for internal employees            | 7/01/2023  | 6/30/2024 | \$4,227.81  |



1400 Atwater Drive Malvern, PA 19355

03/29/2021

#### Additional Order Form Information

#### Special Instructions and Additional Terms

Parties agree that three years of SaaS subscription shall be invoiced on July 31, 2021. Services and Implementation fees to be invoiced on signing.

#### 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

**Exhibit A Frontline Customer Order Form**

Q-68409

1400 Atwater Drive Malvern, PA 19355

03/29/2021

| Invoicing Schedule  | Due Date            | Amount                                    |
|---|---------------------|---|
| <b>Invoice: One Time</b>  | <b>Upon Signing</b> | <b>\$6,120.00 + applicable sales tax</b>  |
| Frontline Implementation  |                     | \$6,120.00                                |
| <b>Invoice: Annual</b>  |                     | <b>\$20,465.25 + applicable sales tax</b> |
| Absence & Substitute Management, unlimited usage for internal employees |                     | \$16,630.50                               |
| Absence & Substitute Management, unlimited usage for internal employees |                     | \$17,462.03                               |
| Absence & Substitute Management, unlimited usage for internal employees |                     | \$18,335.13                               |
| Proactive Recruiting, unlimited usage for internal employees            |                     | \$3,834.75                                |
| Proactive Recruiting, unlimited usage for internal employees            |                     | \$4,026.49                                |
| Proactive Recruiting, unlimited usage for internal employees            |                     | \$4,227.81                                |



1400 Atwater Drive Malvern, PA 19355

**MASTER SERVICES AGREEMENT**

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

|   |  |
|---|--|
| <b>Frontline Technologies Group LLC dba Frontline Education</b><br><small>DocuSigned by:</small><br><br><small>A0800C5EFF1F430...</small><br>Signature: _____<br>Name: <u>Scott Crouch</u><br>Title: <u>VP of Financial Operations</u><br>Address: <u>1400 Atwater Drive</u><br><u>Malvern, PA 19355</u><br>Email: <u>billing@frontlineed.com</u> | <b>Duluth Public Schools - Independant School District 709</b><br><small>DocuSigned by:</small><br><br><small>C441FF167FF2415...</small><br>Signature: _____<br>Name: <u>Cathy Erickson</u><br>Title: <u>Chief Financial Officer</u><br>Address: <u>215 N 1St Ave E</u><br><u>Duluth, Minnesota 55802</u><br>Email: <u>catherine.erickson@isd709.org</u> |
|---|--|

**Attached:** Terms and Conditions  
Exhibit A

01-E-005-110-151-405-011



1400 Atwater Drive Malvern, PA 19355

#### ORDER FORM TERMS AND CONDITIONS

1. The initial term of this Order Form shall (a) begin on the Subscription Start Date (as defined in Section 2 below) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter (each, a "Renewal Term"), unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services.
2. The Startup Cost set forth on the first page of this Order Form will be invoiced to Customer by Frontline upon execution of this Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form.
3. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer.
4. The Startup Cost, Annual Subscription and any other applicable fees do not include any local or state sales or use taxes, any assessment of which shall be paid by the Customer. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of this Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due.

To the extent Proactive Recruiting is included in this Order Form, the following terms and conditions shall apply

1. Proactive Recruiting, accessed at the URL [www.teachers-teachers.com](http://www.teachers-teachers.com) or any successor (referred to as "Proactive Recruiting") is a web-based service where employers (such as, but not limited to, schools or school districts) can advertise to and communicate with a database of individuals and prospective employees (such as, but not limited to, prospective teachers or administrators) ("Prospective Employees"). The terms and conditions set forth below govern the Customer's and its representatives' use of the Proactive Recruiting website and services and are legally binding on the Customer.
2. Information pertaining to Prospective Employees and other individuals found through Proactive Recruiting is confidential and will not be shared with anyone by Customer outside of the Customer. The Customer will not distribute, disclose or transfer such information to third parties unless compelled to by law.
3. Notwithstanding anything to the contrary in these terms and/or any other agreements between the parties, as between the parties, Frontline owns all right, title and interest in and to any and all individual Prospective Employee (and or any other individuals') profile data and resume data, whether or not created or updated via the Proactive Recruiting services, including, without limitation, via Teachers- Teachers.com and/or K12jobspot.com.
4. The Customer will not provide services in competition with or substantially similar to the services provided by





1400 Atwater Drive Malvern, PA 19355

Frontline.

5. The Customer understands that Frontline does not screen or verify any information provided by the individuals listed on its website. Therefore, the Customer is responsible for conducting its own search into the background, qualifications and credentials of any Prospective Employee it chooses to hire. The Customer will use the Teachers-Teachers service in compliance with all applicable laws.
6. The Customer is prohibited from taking any action to circumvent or attempt to circumvent the security and access control provisions of Teachers-Teachers.com. The Customer acknowledges that it may not:
  - a. Provide false or misleading information on Teachers-Teachers.com or to Frontline.
  - b. Use Teachers-Teachers.com to violate any applicable law or regulation, or violate the privacy or publicity rights of any other person.
  - c. Post any information that is abusive, defamatory, discriminatory, hateful, obscene, vulgar, sexually-orientated, threatening, or otherwise objectionable.
  - d. Harass, stalk, or otherwise subject any user of Teachers-Teachers.com and/or its services to unwanted and/or inappropriate contact.
  - e. Post any position or business opportunity which requires payment from the applicant/Prospective Employee or requires recruitment of other individuals, sub-distributors or sub-agents such as a multi-level marketing scheme, pyramid scheme, franchise or distributorship arrangement.
  - f. Use Teachers-Teachers.com and/or its services and/or its materials for any purpose other than to identify Prospective Employees for employment opportunities.
  - g. Make any changes, additions and/or deletions to any submissions posted by any user without the express written authorization of such other user.
  - h. Intentionally expose Teachers-Teachers.com and/or its services to any computer virus or any other program or code intended to disrupt or disable to operations of the website or its services.
  - i. Use any robot, spider or other program or device to retrieve or index any portion of the Teachers-Teachers.com website.
  - j. Harvest or otherwise collect information about users for any purpose other than use of Teachers-Teachers.com and/or its services as expressly permitted herein.
7. The foregoing list of prohibitions is illustrative and is not intended to be complete or exclusive. Frontline reserves the right to terminate our relationship with the Customer under these terms and prohibit the Customer's access to Teachers-Teachers.com and/or its services or to edit, remove or close any posting by the Customer for any reason.



March 3, 2021

**For:** Pamela Bowe, RD, LD  
 Supervisor Child Nutrition  
 Duluth Public Schools/ISD #709  
 215 North 1st Avenue East  
 Duluth, MN 55802  
 218-336-8700 ext 1019  
[pamela.bowe@isd709.org](mailto:pamela.bowe@isd709.org)  
[www.isd709.org](http://www.isd709.org)

**Name:** School Menu Solutions: Menu Software Subscription and Support Services for USDA Meal Programs Renewal

In our ongoing commitment to your school district, ProTeam Foodservice Advisors (ProTeam) is pleased to offer a **School Menu Solutions** software subscription and support services renewal for the 2021-22 school year.

We have customized the program to the needs of your district, modified the fee structure slightly and will continue to provide all the same services and access to the software with many new upgrades.

Below is an explanation of changes/additions to your software and service over the past year and a summary of charges for the upcoming school year.

#### **SCHOOL YEAR 21-22 FEES FOR SOFTWARE AND MENU SUPPORT SERVICES**

| <b>Description</b>  | <b>Costs</b>    |
|---|-----------------|
| Software Subscription (Production Records and Interactive Menu Website)   | \$6500          |
| Professional Set-up & Support Services<br>- Initial Proposal: 21 menus totaling 41 cycles weeks*<br><i>*Each additional cycle week is charged at \$150/cycle week</i> | \$7901          |
| <b>Total Cost of Software and Services</b>  | <b>\$14,401</b> |

**ProTeam is a partner with Cool School Café and offers the opportunity to use district points to offset some or all of the fees quoted above. Check out their website [www.coolschoolcafe.com](http://www.coolschoolcafe.com).**

Renewal fee for subsequent years depends on:

- Cost of software upgrades
- Addition of ingredients, recipes, and/or menus
- Menu changes for new and/or reformulated products, ingredients and recipes

#### **FUTURE FEES FOR SOFTWARE AND MENU SUPPORT SERVICES**

| <b>ProTeam Build Out and Support for Services Above and Beyond Current Contract</b> |                    |
|---|--------------------|
| Build Recipes - 50 count package  | \$995              |
| Build One Week of Cycle Menu  | \$150              |
| Menu Changes (1 day opened = 1 change) - Package of 50 days changes                 | \$495              |
| Success Support Administrative Review Prep (as needed fee)                          | \$925              |
| Mobile App  | \$0.25 per student |

Fees are based on the requirements for staff time and direct expenses. Any travel time for meetings, work sessions, training and observation site visits are separate from the fixed fees. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual costs when authorized prior to travel.

Payments may be made via check or credit card. A 3% processing fee will be charged for credit card transactions. Districts may also use ACH payment processing by contacting ProTeam to coordinate the transaction.

Additional services beyond the above scope shall be at \$150.00/hour for menu consultant time and when authorized in writing.

#### **PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE**

The Consultant shall provide the following insurance coverages:

|                        |  |
|------------------------|--|
| Employers' Liability   | \$100,000.00 per occurrence / \$300,000.00 policy limit  |
| General Liability      | \$2,000,000.00 per occurrence / \$4,000,000.00 aggregate |
| Professional Liability | \$1,000,000.00 per occurrence                            |
| Auto Liability         | \$1,000,000.00 per occurrence                            |

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall furnish the Client with a Certificate of Insurance evidencing the insurance levels listed above.

### **SUCCESSORS AND ASSIGNS**

ProTeam Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in respect to all covenants of this agreement. ProTeam Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

### **STATEMENT OF INDEPENDENCE**

ProTeam Foodservice Advisors, LLC is an independent consulting firm; our firm including any of the firm principals or associates do not have any formal or informal relationship with food service management companies, software or equipment suppliers, dealers or manufacturers, other than in a normal course of representing our Client's interest. We receive no compensation other than fees from our Clients.

ProTeam Foodservice Advisors, LLC ("Company")

Submitted By: Hannah Gelhar 3/3/2021  
Name: Hannah Gelhar, RD, LD Date  
Title: Senior Consultant  
hannah@proteamadvisors.com  
1-844-662-3767, Ext 106

Duluth Public Schools

Approved By: Catherine A. Erickson 3-16-21  
Name: Catherine A. Erickson Date  
Title: CFO 02-E-012-770-701-405-000

## **PARKING LOT USE AGREEMENT**

THIS AGREEMENT made as of the 4th day of March, 2021, by and between The Duluth Congregational Church, Minnesota, a non-profit corporation, CHURCH, and Independent School District No. 709, a public corporation under the laws of the State of Minnesota, DISTRICT;

WITNESSETH, that in consideration of the rent reserved herein and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. The Church hereby agrees, and District hereby accepts and takes, without any obligation on the part of the Church to make any improvements, the shared use of up to forty-five (45) parking spaces in the parking lot located at 3833 East Superior Street.

2. The term of the Agreement shall be from March 29, 2021 until June 11, 2021 or until terminated by either party upon 60 days written notice.

3. As and for payment for the above described shared use, District agrees to pay the Church a reimbursement of the cost of operating and maintenance of the parking lot which cost is agreed to equal the sum of SIX HUNDRED EIGHTY DOLLARS (\$680.00) for the full term of the Agreement.

4. Church warrants that it has good title to the above described premises and has the right to enter into this joint use agreement, and that so long as District is not in default under this Agreement, the District will be entitled to quiet and peaceful enjoyment of the parking lot premises and shall not be disturbed or interfered with by Church or by any person claiming by, through or under the Church.

5. By entering into this Agreement, District shall not be liable for the payment of any taxes, assessments or other impositions imposed upon said lands, District's liability being solely that for the payment of cost described herein above.

6. Upon the termination of this Agreement through forfeiture or through lapse of time or any other means, District shall surrender its use of the above described premises to Church in as good a condition as received, reasonable wear and tear excepted.

7. District shall name the Church as additional insured upon its policy of liability insurance, and to the extent of such insurance and to the limits therein provided, or to the limits set forth in Minnesota Statute §466.04, whichever limits are greater, agrees to indemnify and save Church harmless from any claims, demands, actions or causes of action arising out of District's use and occupancy of said premises.

8. The use of said parking lot shall be for the shared use of the Church and District from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Lease. At other hours and times, the Church shall be entitled to the exclusive use of said premises.

9. The use of said parking lot shall be designated for the exclusive use of the Church on occasion during the period of 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement for the purposes of conducting funerals or other special events by the Church providing at least 24 hour advance notice to the District (East High School Principal).

10. The District agrees that during the term of this Agreement it will provide labor to monitor, pick up and dispose of refuse left in the lot by the District's users during the period from 7:00 a.m. until 5:30 p.m. on weekdays during the term of this Agreement.

11. The District agrees to manage the use of the Church Parking Lot by the District's students and/or other users authorized by the District, thru the issuance of parking permits that shall be visibly displayed in each vehicle that is authorized by the District to park in the lot according to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CHURCH:**

**THE DULUTH CONGREGATIONAL CHURCH**

BY: Barbara A. Boe

Church Moderator

**DISTRICT:**

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY: [Signature]

Asst. Principal, Duluth East High School

BY: [Signature]

CFO, Executive Director of Business Services

March 10, 2021

Benson Electric Company  
Attn: Nathan Sapik  
1102 N. 3rd Street  
Superior, WI 54880

**RE: BID #1291 – District-Wide Electrical Labor - High Voltage and Low Voltage**

Dear Mr. Sapik:

Attached please find a copy of the agreement between ISD #709 and Benson Electric Company for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **March 22, 2021**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

**Provide the following by March 22, 2021** (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

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

**Prior to starting:**

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

**Prior to final payment,** the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

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

Sincerely,



David Spooner, Manager of Facilities

Enclosures

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 10th day of March, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Benson Electric Company, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2021 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **Bid #1291 District-Wide Electrical Labor - High Voltage and Low Voltage** for the period of July 1, 2021 through June 30, 2022, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$41,800.00. Total Contract award amount to be determined through execution of this contract based upon actual hourly service rates and materials as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment Form;
5. Contractor's Affidavit; and
6. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$41,800.00 based upon actual hourly service rates and materials as defined in the contractor's quote. Contractor

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 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 Benson Electric Company, 1102 N 3rd St., 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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

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

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

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

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

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

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

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

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

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

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

|                         |   |
|-------------------------|---|
| <u>ISD 709 Employee</u> | <u>Position</u>                             |
| Cathy Erickson          | CFO/Executive Director of Business Services |

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

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

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

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

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

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


At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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


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

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

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

|  |  |                   |           |
|--|--|-------------------|-----------|
| <small>DocuSigned by:</small><br><br><small>753DEC1CAC5C487</small> |  | 39-0160780        | 3/10/2021 |
| Benson Electric Company Signature  |  | SSN/Tax ID Number | Date      |

|  |  |  |           |
|--|--|--|-----------|
| <small>DocuSigned by:</small><br><br><small>1AFAE2483495423</small> |  |  | 3/10/2021 |
| 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:**

  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).

|       |   |                      |         |         |     |     |
|-------|---|----------------------|---------|---------|-----|-----|
|       |   |                      |         |         |     |     |
| 01/05 | E | Various<br>Locations | 810/865 | 000/370 | 350 | 000 |

       Check if the contract will be paid using Student Activity Funds

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

|   |  |           |
|---|--|-----------|
| <small>DocuSigned by:</small><br><br><small>EB8F2CAC8D644B2...</small> |  | 3/19/2021 |
|---|--|-----------|

CFO / Superintendent of Schools / Board Chair

Date

February 16, 2021

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

**RE: QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services**

Dear Mr. Corder & Ms. Meyer:

Attached is a copy of the Agreement between ISD #709 and Per Mar Security Services for the above referenced project covering the period from April 1, 2021 through June 30, 2022. Please note on the Quote Tabulation form and the Agreement the correction to your calculation of the totals on your submitted Form of Quotation. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **March 1, 2021:**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by March 1, 2021 (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

- **Insurance Certificate** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy - **RECEIVED 2/25/2021 - LST**)

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022) **RECEIVED 2/25/2021 - LST**

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

Sincerely,



David Spooner, Manager of Facilities  
Enclosures

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 16th day of February, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Per Mar Security Services, 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 April 1, 2021 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **Quote #4358 District-Wide Security Service and Fire Detection Monitoring Services** for the period of April 1, 2021 through June 30, 2022, with the option to renew for four (4) additional one-year periods if acceptable to both parties. This contract award is approximately \$56,178.75. Total Contract award amount to be determined through execution of this contract based upon monthly amount, hourly service rates and materials as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment Form;
5. Contractor's Affidavit; and
6. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$56,178.75 based upon monthly amount, hourly service rates and materials as defined in the contractor's quote.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 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 Per Mar Security Services, 4210 Airpark Blvd, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

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



of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

|                         |   |
|-------------------------|---|
| <u>ISD 709 Employee</u> | <u>Position</u>                             |
| Cathy Erickson          | CFO/Executive Director of Business Services |

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

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

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

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

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

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

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

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

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

DocuSigned by:  
  
 C14DBFF50ACA445 42-0818682 3/1/2021  
 Per Mar Signature SSN/Tax ID Number Date

DocuSigned by:  
  
 F4BB9215A4FE41B Program Director 3/1/2021  
 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:**

☒ 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 | 805 | 000 | 370 | 000 |

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

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

DocuSigned by:  
  
 EB8F2CAC8D644B2... CFO / Superintendent of Schools / Board Chair 3/1/2021  
 Date

# Memorandum

**To:** Cathy Erickson  
CFO, Executive Director of Business Services

**From:** Matt Johnson  
Health, Safety & Environmental Coordinator

**Date:** March 4, 2021

**Re:** Recommendation for District-Wide Training Platform Upgrade

The District's current online training platform, The Total Program from Apex, has been beneficial for about a decade, however, it has become somewhat outdated and leaves gaps in our current training needs. In order to meet compliance, and achieve a higher standard of online training, I am recommending we upgrade to the SafeSchools online training platform.

The SafeSchools platform contains unique training for various staff groups such as transportation, nutrition, childcare, athletics, FM and HR. While our current Apex training platform offers 33 training courses, the SafeSchools platform being proposed includes 293 training courses across three libraries consisting of one for all staff, as well as specialized training libraries for facilities maintenance and bus drivers. Notably, the maintenance training will not only cover safety, but preventative maintenance procedures necessary to reduce the need for repairs on our building systems. Also, the bus driver library contains several trainings that will be required by the Department of Transportation as of February of 2022 to comply with MAP-21 (Moving Ahead for Progress in the 21<sup>st</sup> Century ACT (P.L. 112-141)).

They offer a 5-year contract which includes a 20% discount for an annual subscription cost of \$17,286.80. Based on an annual average per employee cost, this is an increase from the previous \$7.20 per employee, to \$11.07 per employee, however the new training programs available district-wide make this a much better value.

## **Recommendation:**

After review and if you concur, please sign the attached two (2) copies of the agreement with SafeSchools for a 5-year contract with an annual subscription cost of \$17,286.80, effective July 1<sup>st</sup>, 2021, and return to Facilities for final processing.

Enclosure(s)

K-12 Client Agreement – Duluth Public Schools, Minnesota – SST, FM,

| PRODUCT  | ORIG COST   | One Year-Multi 10% Disc | 2nd yr 3% Inc | 3rd yr 3% Inc | 4th yr 3% Inc | 5th yr 3% Inc | TOTAL        |
|--|-------------|-------------------------|---------------|---------------|---------------|---------------|--------------|
| Safe Schools Training                            | \$12,496.00 | \$11,246.40             | \$11,583.79   | \$11,931.31   | \$12,289.24   | \$12,657.92   | \$59,708.66  |
| Facilities Maintenance Library                   | \$6,000.00  | \$5,400.00              | \$5,562.00    | \$5,728.86    | \$5,900.73    | \$6,077.75    | \$28,669.33  |
| School Bus Safety Company's Driver Safety Bundle | \$2,800.00  | \$2,520.00              | \$2,595.60    | \$2,673.47    | \$2,753.67    | \$2,836.28    | \$13,379.02  |
| School Bus Safety Company's MAP 21 Module        | \$250.00    | \$250.00                | \$257.50      | \$265.23      | \$273.18      | \$281.38      | \$1,327.28   |
| TOTAL  | \$21,546.00 | \$19,416.40             | \$19,998.89   | \$20,598.86   | \$21,216.82   | \$21,853.33   | \$103,084.30 |

| PRODUCT  | ORIG COST   | Five Year-20% Disc | 2nd yr 3% Inc | 3rd yr 3% Inc | 4th yr 3% Inc | 5th yr 3% Inc | TOTAL       |
|--|-------------|--------------------|---------------|---------------|---------------|---------------|-------------|
| Safe Schools Training                            | \$12,496.00 | \$9,996.80         | \$10,296.70   | \$10,605.61   | \$10,923.77   | \$11,251.49   | \$53,074.37 |
| Facilities Maintenance Library                   | \$6,000.00  | \$4,800.00         | \$4,944.00    | \$5,092.32    | \$5,245.09    | \$5,402.44    | \$25,483.85 |
| School Bus Safety Company's Driver Safety Bundle | \$2,800.00  | \$2,240.00         | \$2,307.20    | \$2,376.42    | \$2,447.71    | \$2,521.14    | \$11,892.46 |
| School Bus Safety Company's MAP 21 Module        | \$250.00    | \$250.00           | \$257.50      | \$265.23      | \$273.18      | \$281.38      | \$1,327.28  |
| TOTAL  | \$21,546.00 | \$17,286.80        | \$17,805.40   | \$18,339.57   | \$18,889.75   | \$19,456.45   | \$91,777.97 |

5 yr Agreement Savings    \$11,306.34

## Vector Solutions K-12 Education Software as a Service Client Agreement

This Vector Solutions K-12 Education Software as a Service Client Agreement (the "**Agreement**"), effective as of the date in the attached Schedule A (the "**Effective Date**"), is by and between Scenario Learning, LLC d/b/a Vector Solutions ("**Vector Solutions**"), an Ohio limited liability company, and the undersigned client ("**Client**"), (each a "**Party**" or "**Parties**"), and governs the purchase and ongoing use of the Services described in this Agreement.

### 1. **SERVICES.** Vector Solutions shall provide the following Services:

1.1. **Access and Use.** Subject to and conditioned on Client's payment of fees and Client's and its users' compliance with the terms and conditions of this Agreement, Vector Solutions hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 9.1 Assignment), revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, will provide access to any persons designated by Client solely for use by Client's users, in accordance with the terms and conditions herein. For avoidance of doubt, access and use authorizations are issued on a "one user per one authorization basis" and once granted, such authorizations are not transferable to other users. The ability to use the Services may be affected by minimum system requirements or other factors, such as Client's Internet connection.

1.2. **Availability.** Vector Solutions shall use commercially reasonable efforts to provide access to and use of Services by Client's Named Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions' control.

1.3. **Help Desk.** Vector Solutions will assist Named Users as needed on issues relating to usage via e-mail and Help Desk five (5) days per week at scheduled hours.

1.4. **Upgrades and Updates.** Vector Solutions reserves the right, in its sole discretion, to make updates or upgrades to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Vector Solutions' Services to its clients; (ii) the competitive strength of or market for Vector Solutions' services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without paying additional compensation, Client will receive access to any general upgrades and updates to the Services which Vector Solutions makes generally available to its other clients. All updates and upgrades to the Services are subject to the terms and conditions of this Agreement.

#### 1.5. **Service Specific Terms and Conditions.**

##### 1.5.1. **SafeSchools Alert Services and SafeSchools Incident Tracking Services.**

The following subsections (a) and (b) *apply if and only if* Client is purchasing "SafeSchools Alert Service" or "SafeSchools Incident Tracking Service" and such services are included in Schedule A:

(a) **SafeSchools Alert Service.** Client acknowledges that all transmissions it receives from the SafeSchools Alert Service may contain highly sensitive, personal information, including without limitation Personally Identifiable Information ("PII") and other protected information ("**Protected Information**"), and Client shall ensure that all such Protected Information is secured from transmission or disclosure to unauthorized recipients. Client shall be solely responsible for establishing commercially reasonable safeguards to prevent the transmission or disclosure of Protected Information to unauthorized recipients. In addition, Client shall be solely responsible for the determination of the identities of authorized recipients and unauthorized recipients. Client agrees to handle the data in accordance with FERPA and any applicable Federal, State, or local laws or regulations, and that it will monitor employees using the SafeSchools Alert Service to ensure they abide by the SafeSchools Alert Privacy Policy and Terms of Use.

(b) **SafeSchools Incident Tracking Service.** Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("**HIPAA**"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client's use of the SafeSchools Accident Tracking Service.

1.5.2. LiveSafe Services. The following additional subsection (a) applies if and only if Client is purchasing LiveSafe Services and such services are included in Schedule A.

(a) Client acknowledges and agrees that its use of any products and services provided hereunder by Vector Solutions from LiveSafe are subject to and governed by the terms available at <http://livesafemobile.com/end-user-terms>. In the event of conflict or inconsistency between terms of this Agreement and the LiveSafe terms of use, the LiveSafe terms of use shall control.

## 2. CLIENT'S OBLIGATIONS, COMPLIANCE, AND USE RESTRICTION.

2.1. Compliance. Client shall be responsible for all Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

2.2. FERPA. Both Parties are subject to the Family Educational Rights and Privacy Act ("FERPA") and to that end agree: (a) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (b) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (c) Vector Solutions agrees to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any party, including a school official who receives student education records as otherwise enumerated in this Agreement, acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, Vector Solutions may not re-disclose the information to any third party without prior written consent from the student and Named User. Furthermore, the Parties shall work together to share student education records in a manner that best assures the protection of student education records from disclosure.

### 2.3. COPPA.

2.3.1 The Parties acknowledge and agree that in the event a Named User under thirteen (13) years of age registers or logs in to use the Services, by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("COPPA"), including: (a) first and last name; (b) home or other physical address including street name and name of city or town; (c) email address; (d) screen or username; (e) telephone number; (f) social security number; (g) persistent identifier; (h) photograph, video, or audio file where such file contains a child's image or voice; (i) geolocation information that can identify the names of a street and city; and (j) information collected from such Named User that is combined with any of the previous (collectively, "COPPA Personally Identifiable Information" or "COPPA PII"), such PII shall be subject to the provisions of COPPA.

2.3.2 Each party represents and warrants that to the extent such party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

2.3.3 Vector Solutions shall make commercially reasonable efforts to ensure that COPPA PII remains confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.

2.3.4 Vector Solutions shall make no commercial use of PII collected on Client's behalf other than for educational and safety purposes and shall use PII solely for Client's benefit. Vector Solutions shall provide to Client all notices required by COPPA regarding Vector Solutions' practices as they relate to collecting, using, or disclosing COPPA PII, as well as notice of any material change to such practices in a timely manner under the law. Vector Solutions shall rely on Client to obtain verifiable consent from a parent or guardian (collectively, "Parent") of each Named User under the age of 13, registered in association with Client ("**Verifiable Consent**") to use the Services.

2.3.5 Client shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (a) providing a consent form to be signed by Parent and returned to Client by mail, fax, or electronic scan; (b) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (c) having a Parent call a toll-free number staffed by trained personnel; (d) having a Parent connect to trained personnel via video-conference; (e) checking a form of government-issued identification against databases of such information, provided Client deletes Parent's identification promptly following the completion of the verification; or (f) sending an email coupled with

additional steps, including (i) sending a second email confirming consent; or (ii) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.

2.3.6 In the event a Parent requests to exercise such Parent's right to: (a) review; (b) request deletion of; or (c) refuse further use or collection of the PII collected from the Parent's child, Client shall relay such request to Vector Solutions without unreasonable delay following Client's successful verification that the requester is the Named User's Parent.

2.3.7 Vector Solutions shall delete PII collected from Named Users under the age of 13: (a) once such PII is no longer needed to fulfill the purpose of its collection; or (b) upon verified request by such Named User's Parent, and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

2.4. California Consumer Privacy Act (CCPA). Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended, as well as all regulations promulgated thereunder from time to time ("CCPA"), on behalf of Client in the course of the performance of this subject Agreement, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

2.4.1 Disclosures. To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to Client's instructions in relation to this subject Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA, and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because Client is not sharing or transferring such data to Vector Solutions for valuable consideration; and (c) Vector Solutions will only use personal information for the specific purpose(s) of performing the services specified in the Agreement, including any Schedules and Statements of Work appended thereto, and within the direct business relationship with Client.

## 2.5. Identify Named Users.

2.5.1. A "Named User" is defined as a Client's employees, students, consultants, contractors, and agents: (a) who are authorized by Client to access and use the Services during each contract year of the Agreement; and (b) for whom access to the Services is purchased hereunder.

2.5.2. For Clients accessing and using the Services, Client shall: (a) cause each of its Named Users to complete a unique profile, if not created by Vector Solutions on their behalf; and (b) timely maintain a user database, by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from the Vector Solutions system unless required by applicable law. Client will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.5.3. Additional Named Users. Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.5.4. Client agrees to pay for the number of Users using or authorized to access the Services in a given contract year.

2.5.5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual charges for Client's use of the Services will be based upon the actual number of Named Users (i.e., actual Users plus Named Users) in a given contract year. Named Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation unless reactivated.

2.6. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

## 3. FEES AND PAYMENTS.



3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees, both during the Initial Term as well as any Renewal Terms, shall be increased by 3.0% per year. Unless otherwise agreed, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.

3.2. **Payments.** All fees due under this Agreement must be paid in United States Dollars. Vector Solutions will invoice Client in advance according to the frequency stated in Schedule A. All invoices are due and payable thirty (30) days after invoice date ("**Due Date**"). Any undisputed fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid.

3.3. **Suspension of Service for Overdue Payments.** Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client's Named Users' access to the Services without notice until all overdue payments are paid in full. Suspension of Client's use of the Services or termination of the Agreement for Client's violation of the terms of this subject Agreement will not relieve Client of its obligation to pay any and all fees and expense reimbursements due for the applicable term. In addition, Vector Solutions may suspend, terminate, or otherwise deny Client's or any Named User's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (a) Vector Solutions receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Vector Solutions to do so; or (b) Vector Solutions believes, in its good faith and reasonable discretion, that: (i) Client or any Named User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (ii) Client's use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions' other customers' ability to access and use the Services; or (iii) Vector Solutions' Client or any Named User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3. does not limit any of Vector Solutions' other rights or remedies, whether at law, in equity, or under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state, or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions' income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by Client to Vector Solutions, Client shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that Vector Solutions shall receive an amount equal to the fee it would have received had no such deduction or withholding been made.

#### **4. INTELLECTUAL PROPERTY RIGHTS.**

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions' trademarks, software, website, or technology, the course content, and the Services provided by Vector Solutions (collectively the "Vector Solutions Intellectual Property"), as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client (collectively, "Feedback"), and this Agreement does not convey to Client any rights of ownership to the Vector Solutions Intellectual Property or Feedback. Vector Solutions may use such Feedback given by Client to improve the Services, and such use shall not be deemed to confer any property rights to the Services to the Client. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (a) copy the Vector Solutions Intellectual Property in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer, or in any way exploit the Vector Solutions Intellectual Property in whole or in part; (c) embed the Vector Solutions Intellectual Property into other products; (d) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; or (e) reverse engineer, decompile, disassemble, or access the Vector Solutions Intellectual Property; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that Vector Solutions may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of

proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under the control of Client to access Services without authorization under this Agreement for such access.

4.3. Client hereby authorizes Vector Solutions to use Client's name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. Notwithstanding the foregoing, Vector Solutions acknowledges that Client alone shall own all rights, title and interest in and to Client's name, trademarks, or logos, and this Agreement does not convey to Vector Solutions any rights of ownership to the same.

## **5. TERM, TERMINATION, AND NOTICE.**

5.1. Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Schedule A. Upon expiration of the Initial Term, this Agreement shall automatically renew under the same terms and conditions (each renewal a "Renewal Term"), unless notice is given in writing by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration or early termination pursuant to Section 5.2 (Termination for Cause) below, Client's access to the Services may remain active for thirty (30) days (the "Expiration Period") solely for purpose of Vector Solutions' record keeping. Any access to or usage of the Services following the Expiration Period shall be deemed Client's agreement to a Renewal Term.

5.2. Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.

5.3. Notice. All required notices hereunder by either Party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either Party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

## **6. Mutual Warranty and Disclaimers.**

6.1. Mutual Representations and Warranty. Each party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS" AND VECTOR SOLUTIONS PROVIDES NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION. WORKPLACE, STUDENT, AND EMPLOYEE SAFETY ARE YOUR RESPONSIBILITY. THAT RESPONSIBILITY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO SUCH DELEGATION. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.2.1. Vector Solutions makes no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence, bullying, or hazing from occurring, or that the Services will not offend some who use it. Vector Solutions will not be responsible for any costs, legal fees, or damages resulting from any claim made against Client by anyone who uses the Services.

**6.3. Third Party Content.** If Client uploads third-party content to the Vector Solutions platform, such third party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. Vector Solutions is not and shall not be held responsible or liable for any third-party content or Client's use thereof. UNLESS STATED ELSEWHERE IN THIS AGREEMENT, THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

**6.4** No employee or agent of Vector Solutions is authorized to make any warranty other than that which is specifically set forth herein. The provisions in any specification, brochure, or chart issued by Vector Solutions are descriptive only and are not warranties.

**7. LIMITATION ON LIABILITY. EXCEPT AS IT RELATES TO CLAIMS RELATED TO SECTION 8 (INDEMNIFICATION): (A) IN NO EVENT SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, any affiliate, third party, OR CLIENT'S USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR VECTOR SOLUTIONS' COMPLIANCE WITH COPPA; AND (B) THE TOTAL LIABILITY OF VECTOR SOLUTIONS FOR ANY AND ALL DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE TOTAL FEES ALREADY PAID TO VECTOR SOLUTIONS FOR THE PRECEDING TWELVE (12) MONTHS.**

**7.1.** VECTOR SOLUTIONS FURTHER EXPRESSLY DISCLAIMS ALL LIABILITY, REGARDLESS OF THE UNDERLYING LEGAL THEORY OR BASIS, FOR ANY AND ALL CLAIMS RELATED TO ANY EMPLOYEE'S OR NAMED USER'S PERSONAL OFFENSE, PERSONAL SAFETY, OR MENTAL HEALTH ARISING OUT OF OR IN CONNECTION WITH USE OF THE SERVICES.

**7.2.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL VECTOR SOLUTIONS BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY, OR CLIENT'S USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AT THEIR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

## **8. INDEMNIFICATION.**

**8.1. Indemnification by Vector Solutions.** Vector Solutions shall indemnify and hold Client harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Vector Solutions infringes or violates any intellectual property right of any person.

**8.2. Indemnification by Client.** To the extent not prohibited by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions platform by Client infringes or violates any intellectual property right of any person.

## **9. MISCELLANEOUS.**

**9.1. Assignment.** Neither Party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of laws. With respect to any suit, action or proceeding relating hereto, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in Tampa, Florida, and waives any objection thereto. The prevailing party to any dispute shall be entitled to reimbursement of its fees and costs from the other party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

9.2.1 Public Entity Governing Law. With respect Clients hereunder who are public entities, such as public schools and universities, and to the extent required by law, this Agreement shall be construed and enforced in accordance with the laws of the state in which the public entity Client is located.

9.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Client agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery.

9.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

9.5. No Waiver. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the Parties.

9.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

9.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third-party under this Agreement.

9.9. Purchase Orders. Client may issue a purchase order for its convenience only, it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

9.10. Entire Agreement. This Agreement represents the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Vector Solutions and Client. Client acknowledges and agrees that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to the provision of Services by Vector Solutions.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC D/B/A Vector Solutions

4890 W. Kennedy Blvd., Suite 300

Duluth Public Schools

215 N 1st Avenue East

Tampa, FL 33609

Duluth, MN 55802

By:  Justin Moore

Printed Name: Justin Moore

Title: K-12 Director of Sales

Date: 3/9/2021

By: 

Printed Name: Catherine A. Erickson

Title: CEO

Date: 3/17/21

### Client Agreement/Schedule A

Date: 03-03-2021  
Pricing valid for 30 days.

#### Client Information

|   |  |
|---|--|
| <b>Client Name:</b> Duluth Public Schools                           |  |
| <b>Address:</b><br>215 N 1st Avenue East<br>Duluth, Minnesota 55802 |  |
| <b>Primary Contact Name:</b><br><i>Ma H Johnson</i>                 | <b>Primary Contact Phone:</b><br><i>(218) 336-8907</i> |

#### Terms

|                                      |                                     |
|--------------------------------------|-------------------------------------|
| <b>Effective Date:</b><br>07-01-2021 | <b>Initial Term (months):</b><br>60 |
|--------------------------------------|-------------------------------------|

#### Invoicing Contact Information (Please fill in missing information)

|   |                           |  |                                 |
|---|---------------------------|--|---------------------------------|
| <b>Billing Contact Name:</b> Click or tap here to enter text.               |                           |  |                                 |
| <b>Billing Address:</b><br>215 N 1st Avenue East<br>Duluth, Minnesota 55802 |                           | <b>Billing Phone:</b><br><i>(218) 336-8701</i> |                                 |
| <b>Billing Email:</b><br><i>ap.vendor@isd709.org</i>                        | <b>PO#:</b><br><i>TBD</i> | <b>Billing Frequency:</b><br>Annual            | <b>Payment Terms:</b><br>Net 30 |

#### Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

| Product   | Description                 | Minimum Named Users | Annual Price Per User | Total       |
|---|-----------------------------|---------------------|-----------------------|-------------|
| SafeSchools Training                                      | 20% 5 year discount applied | 1562                | \$6.40                | \$9,996.80  |
| Facilities Maintenance Library                            | 20% 5 year discount applied | 80                  | \$60.00               | \$4,800.00  |
| School Bus Safety Company's Driver Safety Bundle (SBSC50) | 20% 5 year discount applied | 35                  | \$64.00               | \$2,240.00  |
| School Bus Safety Company's MAP 21 Module                 | \$250 minimum purchase      | 1                   | \$250.00              | \$250.00    |
| Total:  |                             |                     |                       | \$17,286.80 |

Grand Total (including Implementation & Training): \$17,286.80

05-E-005-865-352-305-000

\*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

February 25, 2021

Summit Fire Protection  
Attn: Kenneth C. Schlais  
4619 Airpark Blvd.  
Duluth, MN 55811

**RE: QUOTE #4363 – District-Wide Annual Testing & Maintenance of Sprinkler Systems**

Dear Mr. Schlais:

Attached please find a copy of the agreement between ISD #709 and Summit Fire Protection for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **March 15, 2021**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by March 15, 2021 (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

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

Prior to starting:

- **Written Authorization to Proceed** (Will be issued after the above items are received and fully executed by ISD 709)

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2022)

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

Sincerely,



David Spooner, Manager of Facilities  
Enclosures



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 26th day of February, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Summit Fire Protection, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2021 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **Quote #4363 District-Wide Annual Testing & Maintenance of Sprinkler Systems** for the period of July 1, 2021 through June 30, 2022, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$9,195.00. Total Contract award amount to be determined through execution of this contract based upon annual inspection amounts, hourly service rates and materials as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment Form;
5. Contractor's Affidavit; and
6. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$9,195.00 based upon annual inspection amounts, hourly service rates and materials as defined in the contractor's

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 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 Summit Fire Protection, 4619 Airpark Blvd, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

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

of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

|                         |   |
|-------------------------|---|
| <u>ISD 709 Employee</u> | <u>Position</u>                             |
| Cathy Erickson          | CFO/Executive Director of Business Services |

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

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

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

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

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

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


At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

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

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

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

DocuSigned by:  
  
 C97ECC0E15974B0  
 41-1927111  
 2/26/2021  
 Summit Fire Protection Signature SSN/Tax ID Number Date

DocuSigned by:  
  
 F4BB9215A4EF41B  
 2/26/2021  
 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).

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
|    |   |     |     |     |     |     |
| 05 | E | 005 | 865 | 363 | 305 | 000 |

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

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

DocuSigned by:  
  
 E98F2CAC8D844B2...  
 3/2/2021  
 CFO / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of Feb., 20 21, by and between Independent School District #709, a public corporation, hereinafter called District, and Tim Sworsky, 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 12/20/2020 and shall remain in effect until 6/30/2021, 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)*  
Assist with transition of Interim Director of Human Resources
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 \$ 46.38 hourly and \$ 5,000.- in total.

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

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

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

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

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

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

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

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

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

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

Tim Sworsky 1505 N. 42<sup>nd</sup> Ave E.  
Duluth mn. 55804



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

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

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

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

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

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

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

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

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

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

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

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

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

Timothy Sworsky  
Contractor Signature

[REDACTED]  
SSN/Tax ID Number

02/27/21  
Date

B. W. [Signature]  
Program Director

3/1/21  
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 | 012 | 105 | 000 | 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

Calvin Elor  
CFO / Superintendent of Schools / Board Chair

3-2-21  
Date



## **CONTRACT FOR PROFESSIONAL DEVELOPMENT: Webinar**

**Contract Date:** March 23, 2021

**Organization:** Laura MacArthur Elementary School, Duluth Public schools  
(the "District")

**Address:** 720 N. Central Avenue  
Duluth, MN 55807

**Contact Name:** James Erickson

**Title:** Principal

**Topic:** Heggerty Phonemic Awareness webinar

**Presenter:** Erica Suarez

**Date & Time:** April 5, 2021 2:30 - 4:00 pm CST

**Professional Fee:** \$750. The District agrees to pay such amount to Literacy Resources, LLC within 30 days upon completion of the Professional Services. **A PO must be submitted two weeks prior to the training date.** Preferred payment methods include Direct Deposit (EFT/ACH), Credit Card, and E-Check. Physical checks are also accepted and should be payable to **Literacy Resources, LLC**.

**Handouts:** The District will duplicate the handout sent in advance for all participants. The District acknowledges and agrees that all copyright and other intellectual property rights in the materials within the handouts belong to Literacy Resources, and the District will not copy, distribute, display or modify the handouts except as provided herein or otherwise as approved by Literacy Resources in writing.

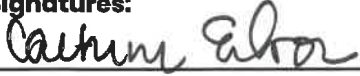
**Equipment:** A computer or tablet with a projector should be used to display the webinar to a group. Zoom is the online platform used to provide this webinar and the camera and speakers should be enabled prior to the start time of the webinar.

**Intellectual Property Rights & Webinar Recording:** The District will be provided with a recording of the webinar for 30 days following the scheduled date of the webinar. The District acknowledges and agrees that all copyright and other intellectual property rights in the recordings belong to Literacy Resources, and the District will not copy, distribute, display, perform or modify the recordings as provided herein or otherwise as approved by Literacy Resources in writing.

**Cancellation Policy:** The District acknowledges and agrees that cancellations made by the District up to 2 weeks (14 days) prior to the scheduled date of the webinar will be processed without penalty, and any prepayments made will be refunded in full. Cancellations made by the District less than 2 weeks (14 days) prior to the scheduled date of the webinar will be subject a charge equal to 100% of the professional fee – any prepayments made will not be refunded.\*

**\*Force Majeure:** In the event either party must cancel the scheduled webinar because of circumstances reasonably beyond its control, including but not limited to closures due to weather, closures due to pandemic, technical or power interruptions or malfunctions, strike, national emergencies, fire, flood, catastrophe, or acts of God, the District shall not be responsible for any cancellation fees or penalties. In the event of such an occurrence, each party agrees to make a good faith effort to reschedule professional services for a later date and time.

**Signatures:**

  
**District**  
CFO  
**Title**  
3.23.21  
**Date**

Alisa VanHekken  
**Literacy Resources, LLC**  
Chief Academic Officer  
**Title**  
03.23.2021  
**Date**

## **CONTRACT ADDENDUM**

**THIS CONTRACT ADDENDUM** dated this 9<sup>th</sup> day of March, 2021

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Creation Station Child Care

**OF THE SECOND PART**

### **Background:**

- A. Independent School District No. 709 and Creation Station Child Care (the "Parties") entered into the contract (the "Contract") dated January 21, 2021, for the purpose of performing services as required by Rory Goodreu's IEP.
- 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. Performance. The original contract stated 47 days of service. This amendment would increase the stated days of service to 50 days and would include additional dates of service 2/22/21, 2/25/21 and 2/26/21.
  - b. Reimbursement. The original contract stated the not to exceed amount as \$1,280.00. This amendment would increase the not to exceed amount to \$1,360.00 which reflects the additional three days of service at \$80.00 per week.

### **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.


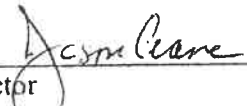
### Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings 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.

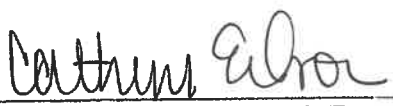
|   |                   |                |
|---|-------------------|----------------|
|   | <u>41-1927587</u> | <u>3/10/21</u> |
| Contractor Signature  | SSN or EIN        | Date           |
|  |                   | <u>3/8/21</u>  |
| Program Director  |                   | Date           |

**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:**

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

|    |   |     |     |     |     |     |
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|   |                |
|---|----------------|
|  | <u>3-24-21</u> |
| CFO/Superintendent of Schools/Board Chair   | Date           |

**Duluth Public Schools  
Special Services Department  
215 N 1ST Ave. E. Duluth, MN 55802  
218-336-8740**

**INDIVIDUAL OR AGENCY – Purchase of services**

This consultant Agreement is by and between Duluth Public Schools and the Agency or Individual(s) named. Services to be provided and other details have been listed below.

|  |   |  |                        |
|--|---|--|------------------------|
| Name / Agency:                             | KY Interpreting   |  |                        |
| Address:                                   | 3251 Dahl Rd  |  |                        |
| Telephone #(s):                            | 218-393-3504  |  |                        |
| Social Security or<br>Federal ID Number:   | 26-3754494  |  | W-9 Must be Attached   |
| Description of Service<br>To be Performed: | Interpreting Services as needed by the school district  |  |                        |
| Population to be<br>Served:                | Students and staff requiring ASL-English Interpreting Services  |  |                        |
| Location of Service:                       | Any ISD 709 Location  |  |                        |
| Required Qualification:                    | Nationally Certified Interpreter  |  | File Folder if Needed: |
| Date(s) of Services:                       | February 25, 2021 - June 10, 2021   |  |                        |
| Rate of Pay:                               | \$65.00 per hour (2 hour minimum at \$130.00); Not to exceed \$6,000.00   |  |                        |
| Invoicing Procedures:                      | Invoices sent monthly   |  |                        |
| Cancellation<br>Requirements:              | All cancellations must be made more than 48 hours prior to the appointment. Any cancellation made 48 hours or less will be billed for the 2 hour minimum of \$130.00. |  |                        |

**Relationship:** The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (NLC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation. If the compensation reaches \$600 or more, a 1099 will be issued to this provider at the end of the calendar year.

**Miscellaneous:** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other part. Any copy of this document shall be considered to have the binding and legal effect of an original document.

SIGNATURES

KY Interpreting

Duluth Public Schools - CFO

3/5/21

Date

3-9-21

Date

Duluth Public Schools - Assistant Director of Special Education

Date

01-E-005-405-740-305-000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11 day of January, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 25, 2021 and shall remain in effect until June 7, 2021, 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.** Non-public Nursing Services by a Licensed School Nurse.

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 \$ 15,000.00\_\_ 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, 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) 1215 Rice Lake Rd., Duluth, MN 55811.

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

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

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

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

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

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

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

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


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

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

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

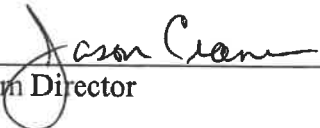
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
Contractor Signature

41-0765672  
SSN/Tax ID Number

3/9/2021  
Date

  
Program Director

3/2/21  
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).

|    |   |     |     |     |     |     |
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| 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

3-2-21  
Date

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

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

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

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

*Check all that apply below*

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

x Services are consultative with special education staff.

x Services are during times of Distance Learning only.

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

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

**Site of Service**

     Services to be provided at school site(s)

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

## **Payment**

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

Duluth Public Schools  
Attn: Jackie Ward  
215 N 1st Ave E  
Duluth, MN 55802

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

## **Term**

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

## **Cancellation Clause**

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

## **Independent Contractor**

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

## **Hold Harmless**

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

## **Privacy of Pupil Records**

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

## **Insurance**

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

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

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

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

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

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

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

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

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

*Contractor's liability to the District under this contract.*

## **Compliance**

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

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

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

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

### **Modification or Amendment**

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

### **Governing Laws**

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

**Residential Services Inc.**

Signed: [Signature]

Title: Executive Director

Date: 3/3/21

**Duluth Public Schools**

Signed: [Signature] Signed: [Signature]

Title: Asst. Director Spec Title: CFO

Date: 2/3/21 Date: 3/9/21

**Budget Code**

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
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**Addendum 1**  
**Agreement between Duluth Public Schools ISD#709**  
**And**  
**Residential Services, Inc.**

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

**Services**

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

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

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

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

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

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

**Fees**

The date of service will begin *March 3, 2021* and shall not extend beyond *June 10, 2021*, the contract not to exceed *66 days* and *5 hours per week*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$1,419.00* for the time worked with [REDACTED] while participating in school activities.

# UNIVERSITY OF MINNESOTA

## EIGHTH AMENDMENT TO USE AND SERVICES AGREEMENT

**THIS EIGHTH AMENDMENT TO USE AND SERVICES AGREEMENT** (the "**Amendment**") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**").

**WHEREAS**, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, a Sixth Amendment dated March 19, 2020, and a Seventh Amendment dated August 31, 2020 (the "**Agreement**"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "**Clinic**") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients; and

**WHEREAS**, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

**NOW, THEREFORE**, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2021 and ending June 30, 2022, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.
4. The License Fee for the annual renewal beginning July 1, 2021 will be \$140.71 per month and the Calibration Fee will be \$321.12 per month. The Fee for Secretarial Services \$583.88 per month. All other fees remain unchanged.
5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.
6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors

policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University's Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic's visitor policy.

7. Due to the need for additional personal protective equipment (PPE) and cleaning supplies, in addition to the Fees specified in the Agreement, Licensee shall pay a fee of \$30.00 per month (the "**PPE Fee**," which shall be deemed to be one of the Fees for all purposes under the Agreement). PPE will be provided to Licensee on an "as available" basis, and Licensee acknowledges that there may be shortages. Licensee may provide its own PPE in the event of a shortage.

8. Licensee shall ensure that Licensee's employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, including without limitation those related to self-monitoring and social distancing. Such guidelines include, for example, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

9. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An "**Uncontrollable Event**" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.

10. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

11. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.


Regents of the University of Minnesota

Duluth Public Schools ISD 709

By:



By:



Name: Jon Dostal

Title: Director of Leasing and Property Management

Date: 3/18/21

Name: Catherine Erickson

Title: CFO

Date: 3-16-21

01 € 005 400 000 370 000