

Human Resources / Finance Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, April 27, 2021

VIA VIDEO CONFERENCE

Google Meet

Duluth, MN 55802

6:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
 - A. **Human Resources**
 - B. **Business Services**
 - 1) Finance
 - a. Finance Education: None
 - 2) Facilities 3
 - 3) Enrollment 7
 - 4) Child Nutrition 9
 - 5) Transportation 10
3. **Consent Agenda**
 - A. HR Staffing Report 11
 - B. Approval of New Position - Director of Elementary Teaching, Learning and Equity 12
 - C. Approval of New Position - Director of Secondary Teaching, Learning and Equity 16
 - D. Finances
 - 1) Financial Report 20
 - 2) Payment of Claims
 - a. Vendor Payments 30
 - b. Student Activity Expenditures 38
 - 3) Budget Revisions 43
 - 4) Investment Transactions 45
 - 5) Fundraisers 46
 - E. Bids, RFPs, and Quotes
 - 1) Bid 1292 - Duluth Preschool Nature Playscapes at the Laura MacArthur, Myers-Wilkins and Piedmont Elementary Schools 47
 - 2) Bid 1293 - Congdon Park Elementary School Window Replacement Project (FY22 LTFM Ten-Year Plan Board Approved Project) 71
 - 3) RFP 312 - Denfeld High School Annual Yearbook 141
 - 4) RFP 313 - East High School Annual Yearbook 144
 - F. Contracts, Change Orders and Leases - None
 - G. Resolutions
 - 1) B-4-21-3803 - Acceptance of Donations to Duluth Public Schools 147
 - 2) B-4-21-3804 - Authorized Bank Account Signer 149

| | |
|---|-----|
| 3) B-4-21-3805 - Acceptance of Grant Awards to Duluth Public Schools | 151 |
| 4) PLACEHOLDER Resolution | |
| 4. <u>Miscellaneous Informational Items (no action required)</u> | |
| A. Preliminary FY22 Budget Information | 153 |
| B. District Properties Update | 160 |
| C. Expenditure Contracts | 162 |
| D. No Cost Contracts | 256 |
| E. Revenue Contracts | 259 |
| F. Grant Applications | 263 |
| G. Change Orders Signed - None | |
| H. Referrals to Policy Committee | |
| 1) Policy 7105 - Naming New Schools | |
| 2) Sample Policy 808 - Naming Buildings | |
| 3) Sample Policy 809 - Naming Rights | |



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

April 5, 2021

John Magas
Superintendent of Schools

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

Cathy Erickson
CFO/Executive Director of Business Services

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

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

800 E. Central Entrance "Central High School Property"

- Negotiations to work towards acceptable development agreement underway.
- Networking with developers and brokers is ongoing.
- Continued activity and inquiries.

215 N 1st Ave E "Historic Old Central High School"

- Under Contract



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

Website Advertising

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

Respectfully,

Greg Follmer
Broker

Facilities Management & Capital Project Status Report

March 2021

5

Facilities Management – Maintenance and Operations - General

- COVID-19 cleaning / disinfection protocols continue to be followed and improved to keep our school sites safe for all occupants.
- In the past month, the Facilities maintenance crews have completed 142 work orders and are currently working on 155 open work orders.
- Snow removal appears to be over for the most part this year, and we are now cleaning sand from lots and walks, along with making repairs to damaged sod, etc..
- Repairs to the roof parapet flashing on the Denfeld clock tower have occurred. INSPEC has been brought onboard to evaluate and recommend repairs needed to stop water infiltration and to repair the damaged masonry.

Capital Construction– Projects we are preparing for and will accomplish this summer:

LTFM Approved Projects

- The Congdon Park Window Replacement
- OEMS Door Replacement
- EHS Small Roof Replacement

LTFM Amended Projects

- Denfeld Clock Tower Roof and North, East, South, & West Walls

Grant Funding – Approved Projects

- MWE Nature Playscape
- LMAC Nature Playscape
- Piedmont Nature Playscape

District Approved Projects

- Denfeld Bathroom Modification for Special Education

Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation / Resolution

Future HOCHS and “On the Hill” construction tasks

Building Operations

- Operations crews in the secondary schools have been preparing for the return to in person learning by ensuring classrooms, cafeterias, and other spaces are set up properly for distancing requirements. They have also done Covid cleaning test runs through classrooms to determine if staffing and equipment is sufficient to get the job done. Careful planning is crucial in keeping our buildings safe. We have started sharing departmental highlights every Friday which help to focus on techniques that are working well at each site. This has been helpful and uplifting to all of us!

Health, Safety & Environmental Management

- Requirements for ALICE certification completed. Documentation has been submitted and is awaiting review before certification will be confirmed.
- Pandemic response addition to ERCM section 3 completed and awaiting review
- SafeSchools contract signed, beginning to develop new hire training matrix

Workers' Compensation Activities

March 2021

- First report of incidents:----- 8
- OSHA recordable incidents:----- 1
- Days away from work:----- 13
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

2021 YTD Incidents (January 1, 2021 - December 31, 2021)

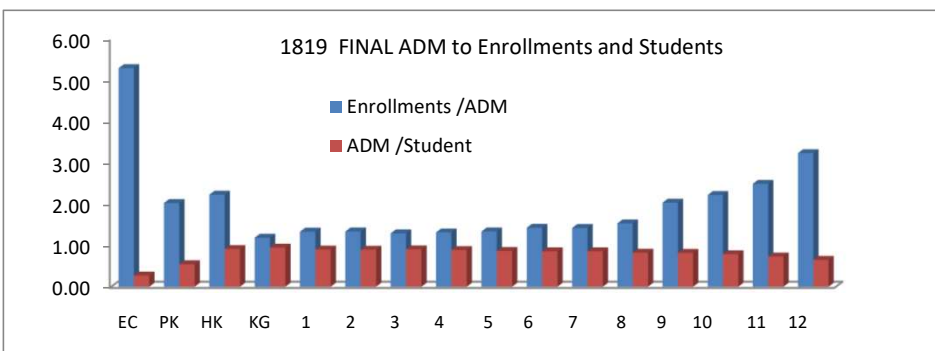
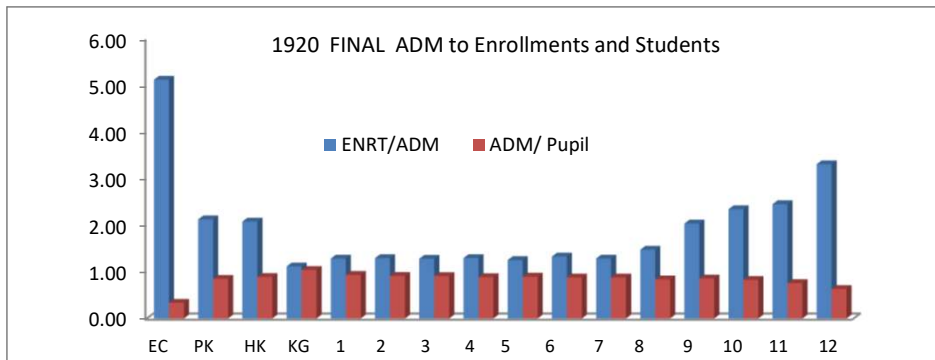
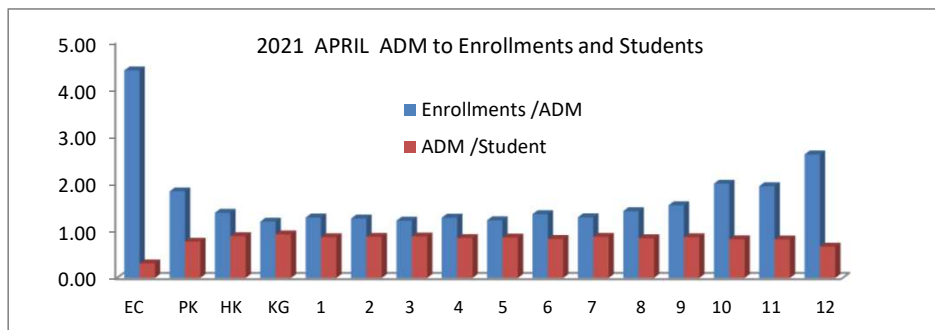
- First report of incidents:----- 13
- OSHA recordable incidents:----- 3
- Days away from work:----- 18
- Days of restricted work:----- 0
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM) APRIL 2021

APRIL 2021

| Grade | of | Student | Enrollments | ADM | Budgeted ADM | /ADM | ADM /Student |
|---------------|--------------|-------------|-------------|----------------|----------------|-------------|--------------|
| EC | 390 | 288 | 232 | 88.50 | 102.00 | 4.41 | 0.31 |
| PK | 85 | 60 | 69 | 46.23 | 47.00 | 1.84 | 0.77 |
| HK | 112 | 91 | 86 | 82.65 | 72.00 | 1.39 | 0.89 |
| KG | 631 | 570 | 525 | 518.10 | 535.00 | 1.20 | 0.93 |
| 1 | 750 | 677 | 592 | 586.46 | 649.00 | 1.28 | 0.86 |
| 2 | 723 | 657 | 580 | 573.31 | 622.00 | 1.26 | 0.87 |
| 3 | 729 | 680 | 607 | 601.32 | 625.00 | 1.22 | 0.88 |
| 4 | 657 | 606 | 520 | 510.79 | 557.00 | 1.28 | 0.85 |
| 5 | 660 | 629 | 546 | 536.33 | 574.00 | 1.23 | 0.86 |
| 6 | 742 | 662 | 554.9 | 539.46 | 597.00 | 1.36 | 0.83 |
| 7 | 758 | 674 | 597.5 | 574.65 | 607.00 | 1.29 | 0.87 |
| 8 | 801 | 669 | 573.2 | 557.21 | 585.00 | 1.42 | 0.84 |
| 9 | 1082 | 811 | 722 | 689.18 | 725.00 | 1.54 | 0.86 |
| 10 | 1299 | 790 | 668.6 | 639.05 | 665.00 | 2.00 | 0.82 |
| 11 | 1335 | 838 | 705.85 | 676.20 | 668.00 | 1.95 | 0.82 |
| 12 | 1650 | 947 | 647.95 | 627.60 | 550.00 | 2.62 | 0.66 |
| Total: | 12404 | 9649 | 8227 | 7847.03 | 8180.00 | 1.57 | 0.82 |

+proj-budg> -332.97



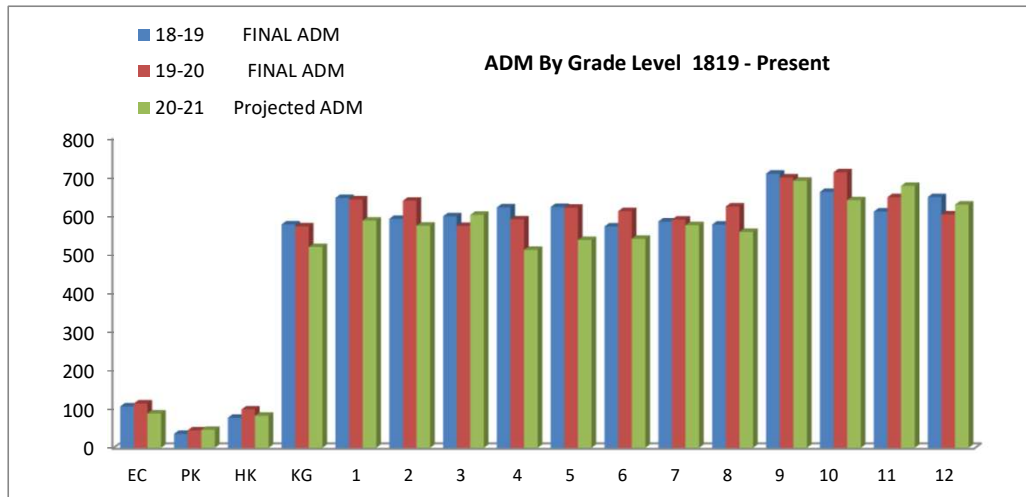
**Duluth Public Schools Projected Average Daily Membership (ADM) Report
APRIL 2021**

| Grade | Total Number of Enrollments | Unique Student Count | Current Enrollments | Projected ADM | Budgeted ADM | Enrollments /ADM | ADM /Student |
|---------------|-----------------------------|----------------------|---------------------|----------------|----------------|------------------|--------------|
| EC | 390 | 288 | 232 | 88.50 | 102.00 | 4.41 | 0.31 |
| PK | 85 | 60 | 69 | 46.23 | 47.00 | 1.84 | 0.77 |
| HK | 112 | 91 | 86 | 82.65 | 72.00 | 1.39 | 0.89 |
| KG | 631 | 570 | 525 | 524.25 | 535.00 | 1.20 | 0.93 |
| 1 | 750 | 677 | 592 | 586.46 | 649.00 | 1.28 | 0.86 |
| 2 | 723 | 657 | 580 | 574.57 | 622.00 | 1.26 | 0.87 |
| 3 | 729 | 680 | 607 | 601.32 | 625.00 | 1.22 | 0.88 |
| 4 | 657 | 606 | 520 | 510.79 | 557.00 | 1.28 | 0.85 |
| 5 | 660 | 629 | 546 | 536.33 | 574.00 | 1.23 | 0.86 |
| 6 | 742 | 662 | 554.9 | 545.07 | 597.00 | 1.36 | 0.83 |
| 7 | 758 | 674 | 597.5 | 580.83 | 607.00 | 1.29 | 0.87 |
| 8 | 801 | 669 | 573.2 | 557.21 | 585.00 | 1.42 | 0.84 |
| 9 | 1082 | 811 | 722 | 699.33 | 725.00 | 1.54 | 0.86 |
| 10 | 1299 | 790 | 668.6 | 647.61 | 665.00 | 2.00 | 0.82 |
| 11 | 1335 | 838 | 705.85 | 683.69 | 668.00 | 1.95 | 0.82 |
| 12 | 1650 | 947 | 647.95 | 627.60 | 550.00 | 2.62 | 0.66 |
| Total: | 12404 | 9649 | 8227 | 7892.43 | 8180.00 | 1.57 | 0.82 |

+proj-budg> **-287.57**

| GRADE | 18-19 FINAL ADM | 19-20 FINAL ADM | 20-21 Projected ADM | Add'l Adjustments |
|---------------|-----------------|-----------------|---------------------|-------------------|
| EC | 106.79 | 114.46 | 88.50 | |
| PK | 35.96 | 45.12 | 46.23 | |
| HK | 77.53 | 98.98 | 82.65 | |
| KG | 576.74 | 571.48 | 518.10 | -6.15 |
| 1 | 644.98 | 641.06 | 586.46 | |
| 2 | 591.03 | 637.68 | 573.31 | -1.26 |
| 3 | 597.55 | 572.54 | 601.32 | |
| 4 | 620.48 | 589.52 | 510.79 | |
| 5 | 621.52 | 619.65 | 536.33 | |
| 6 | 571.29 | 610.70 | 539.46 | -5.61 |
| 7 | 584.07 | 589.04 | 574.65 | -6.18 |
| 8 | 576.28 | 622.87 | 557.21 | |
| 9 | 707.65 | 697.70 | 689.18 | -10.15 |
| 10 | 660.55 | 711.16 | 639.05 | -8.56 |
| 11 | 609.9 | 646.82 | 676.20 | -7.49 |
| 12 | 647.15 | 602.23 | 627.60 | |
| Total: | 8229.47 | 8371.01 | 7847.03 | -45.40 |

Prorate April gains down 75% to adjust for adm generated in only the last 45 days of the year.



Child Nutrition Report March 2021 Activities

We continue to serve hot breakfast and lunch meals in the elementary, middle and high schools and Rockridge Academy. Bagged breakfast and bagged lunch are available for pick up at Ordean-East Middle School, Denfeld High School for distance learners. Meals in-school and for pickup continue to be available at no charge.

Continued training for the Cafeteria Managers on the new Healthy E menu software. The Healthy E menu software is USDA approved for Meal Programs. The program includes a menu planning tool, production record module, and nutrient menu analysis. This program helps ensure that all USDA, MDE meal regulations are met through menu planning and record keeping. Our Cafeteria Managers are excited to utilize this computer program, which makes the daily required documentation of food records, more efficient.

Continued to reallocate Child Nutrition staff in buildings as needed to cover vacancies. Positions continue to go unfilled and is reaching the critical stage as all schools are open for in-person learning and we are still supporting distance learning meals.

Contingency plans for a Covid outbreak and Covid quarantine in the kitchens are also being discussed. MDH & CDC guidelines continue to be followed in our Cafeterias to keep our students and staff safe.

Commodities from the USDA have been ordered for the upcoming school year. Department of Defense Produce program has also been renewed for the upcoming school year. Menu planning and labor allocations are being reviewed for the upcoming school year.

Grocery & produce availability are at a premium as the supply chain to vendors continues to have disruptions in shipping and completing orders. Menu substitutions are utilized when groceries ordered for the menu are not delivered.

As the USDA Summer Meals guidelines are reviewed, planning for the Summer Meals has begun. USDA and the State of Minnesota Food & Nutrition, state that more information will be coming toward the end April for this program.

Transportation Report March 2021 Activities

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

The culmination of months of work regarding secondary transportation routes to transition to the 4-day in-person model was launched on Thursday, April 1. Work was focused on assessing actual student riders and adjusting and consolidating routes to consider both ridership and availability of drivers. Many last-minute enrollment changes were allowed in the buildings and the transportation team did their best to meet new transportation requests. It's important to note that creating routes, along with building pick up and drop off times, takes much planning and it isn't always possible to address changes without processes and checks, such as bus capacity.

More trips and student transportation needs are being added to the calendar now that students are coming back to buildings.

The District is exploring the option of transportation to support additional educational opportunities for students outside of the school year, and driver availability and scheduling will be reviewed.

Work on general maintenance and repairs to our vehicle fleet is an ongoing process.

HUMAN RESOURCES ACTION ITEMS FOR 4/27/21

| <u>CERT APPOINTMENTS</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
|---------------------------------------|---|-------------------------------|
| BARTLETTE, SHAWN H | TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE/ (BA) III 4 | 3/8/2021 6/11/2021 |
| BIRDSALL, JADE E | TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE/ (BA) III 1 | 3/1/2021 6/11/2021 |
| DAVIS, LEXI | SPECIAL EDUCATION RESOURCE TEACHER/EAST/(BA) III 2 | 3/29/2021 |
| GENT, ALEXIS | TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE/ (BA) III 1 | 3/22/2021 6/11/2021 |
| KELLY, JENNA M | TEMPORARY KINDERGARTEN/HOMECROFT, (BA) III + 30 2 | 2/26/2021 6/11/2021 |
| TERLOUW, RACHAEL H | TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE/ (MA) IV 3 | 3/8/2021 6/11/2021 |
| WHITEMAN, ALYSSA R | TEMPORARY ASSIGNABLE TEACHER/DISTRICT WIDE/ (BA) III 1 | 2/18/2021 6/11/2021 |
| TOTAL: 7 | | |
| <u>CERT LEAVES</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| PULKRABEK, AMANDA J | PRE-KINDERGARTEN/LEASTER PARK, PART TIME PARENTAL LWOP | 5/10/2021 5/21/2021 |
| ZESTCOTT, AURORA R | SPEC ED RESOURCE TEACHER/LAURA MACARTHUR, A PARENTAL LWOP | 4/8/2021 5/26/2021 |
| TOTAL: 2 | | |
| <u>CERT LONG TERM SUB</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| BARTHOLDT, SABINE J | LTS/SOCIAL STUDIES/EAST/ (MA) IV + 45 5 | 3/25/2021 6/11/2021 |
| HOPPE, ASHLEY | LTS/RESIDENTIAL SPECIAL EDUCATION TEACHER/CHESTER CREEK ACADEMY/(MA) IV 4 | 3/22/2021 5/23/2021 |
| STERNBERG, JENNIFER C | 0.5 LTS/READING INTERVENTIONALIST/LAKEWOOD/ (BA) III 3 | 2/23/2021 4/16/2021 |
| TOTAL: 3 | | |
| <u>CERT RETIREMENTS</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| CARLSON, DEBRA K | GRADE 4/ STOWE | 6/11/2021 |
| CHOPP, CLARE A | ORCHESTRA DIRECTOR/DENFELD, LINCOLN PARK | 6/11/2021 |
| MOSELEY, RACHEL A | GRADE 3/PIEDMONT | 6/11/2021 |
| PORTER, DEBRA J | FAMILY AND CONSUMER SCIENCE/LINCOLN PARK | 6/11/2021 |
| UPTON, CINDY J | ELEMENTARY INTERVENTIONIST/LOWELL | 6/11/2021 |
| WESTERBERG, LAURA E | GRADE 4/CONGDON PARK | 6/11/2021 |
| TOTAL: 6 | | |
| <u>CERT TEMPORARY INCREASE</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| DEMARS, JESSICA R | SPECIAL EDUCATION/DENFELD, 1/6 OVERLOAD | 2/15/2021 4/16/2021 |
| GORDON, MICHAEL T | 0.1 TEMP INCREASE/TEMP SPECIAL EDUC RESOURCE/LAURA MACARTHUR/CHG IN END DATE | 2/4/2021 3/24/2021 |
| LINDULA, JOHN R | 0.7 FTE/SOCIAL STUDENTS/ALC, 0.2 FTE/TOSA/DENFELD, 2020-2021 | 1/25/2021 6/11/2021 |
| RATAI, ALLEN R | 0.9 TO 1.0/PHYSICAL EDUCATION/EAST, 2020-2021 | 3/29/2021 6/11/2021 |
| WEBSTER, SAMANTHA A | 0.05 ECFE PARENT EDUCATION/LESTER PARK, 2020-2021 | 3/1/2021 6/11/2021 |
| WOKSON, DIANA R | SPECIAL EDUCATION/DENFELD, 1/6 OVERLOAD | 1/4/2021 4/2/2021 |
| TOTAL: 6 | | |
| <u>CERT PERM INCREASE</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| WEBSTER, SAMANTHA A | 0.8 ECFE PARENT EDUCATION/LESTER PARK | 3/1/2021 |
| TOTAL: 1 | | |
| <u>NON CERT APPOINTMENTS</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| BOHAN, BRYNN M | INSTR PARA/MYERS-WILKINS, 31.25/38WKS, \$14.10/HR, TEMP POS, C KIPELA | 3/11/2021 |
| FRIDSMA, KIMBERLY H | SCHOOL CUSTODIAN II/ORDEAN EAST, 40/52WKS, \$12.76/HR, R BUTLER | 3/8/2021 |
| KHALAR, ASHLEY R | SPEC ED PROG PARA/EAST, 32.5/38WKS, \$16.40/HR, TEMP POS | 3/22/2021 |
| MARSHALL, MYCHALA L | SPEC ED PROG PARA/LESTER PARK, 31.25/38WKS, \$16.40/HR, TEMP POS, M MORRISEAU | 3/8/2021 |
| OKSTAD, NICOLE M | TECH TUTOR/DENFELD, 16/38WKS, \$17.48/HR, TEMP POS, A GUNDERSON | 3/17/2021 |
| OLSON, EMILY L | SPEC ED PROG PARA/EAST, 32.5/38WKS, \$16.40/HR, TEMP POS, K ADAMS | 4/5/2021 |
| RICE, TRUMAN A | INST PARA/MYERS-WILKINS, 31.25/38WKS, \$13.82/HR, TEMP POS, A BERGESON | 3/10/2021 |
| VESEL, ALEX J | SUPV PARA/EAST, 32.5/38WKS, \$15.48/HR, TEMP POS, M DRAGSTEN | 3/29/2021 |
| WIERSCHEM, CHELSEY H | SPEC ED PARA/BW/EAST, 32.5/38WKS, \$16.40/HR, TEMP POS, K ADAMS | 3/22/2021 |
| TOTAL: 9 | | |
| <u>NON CERT LEAVES</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| CHRISTEAN, TERRI A | CAFETERIA HELPER/LOWELL, A MEDICAL LWOP DATE TBD | 2/3/2021 |
| TOTAL: 1 | | |
| <u>NON CERT RESIGNATION</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| KINNEAR, MITCHELL L | FIREPERSON II/LINCOLN PARK | 3/9/2021 |
| PORTER, MICHELLE L | OFFICE SUPPORT SPECIALIST, SR/ALC-AEO | 5/20/2021 |
| TOTAL: 2 | | |
| <u>NON CERT RETIREMENT</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| SIMONSON, HOLLY M | SCHOOL BUS DRIVER/TRANSPORTATION | 3/17/2021 |
| TOTAL: 1 | | |

CLASSIFICATION DESCRIPTION

DIRECTOR OF ELEMENTARY TEACHING, LEARNING AND EQUITY

| | | |
|---|--|--|
| <u>TITLE OF IMMEDIATE SUPERVISOR:</u> Assistant Superintendent | <u>DEPARTMENT:</u> Teaching, Learning and Equity | <u>FLSA STATUS:</u> Exempt |
| <u>ACCOUNTABLE FOR (Job Titles):</u> The Director will supervise or support multiple programs (to be determined) such as: Cohort of Principals, ELL Program Staff, Federal Programs Coordinator, Families in Transition Coordinator, E-Squared Extension and Enrichment (Gifted and Talented) Teachers, Homeschool Coordination, American Indian Education Coordinator, Non-Public Counselors, Mentor Program Coordinators, Staff Development Coordinator, Technology Manager, Language Immersion Coordinators, and other positions as created by the District to support Teaching, Learning and Equity. | | <u>PAY GRADE ASSIGNMENT:</u> Education Directors Association, Annual Salary Schedule |

| |
|---|
| GENERAL SUMMARY OR PURPOSE OF JOB: |
| Duluth Public Schools, a culturally diverse school district with over 8,500 students, seeking a strong educational leader to provide coordination for the planning, implementation and evaluation of the District's Birth-Grade 5 curriculum, program of staff development and continuous improvement process. The Director of Elementary Teaching, Learning and Equity directs processes and coordinates for the planning, implementation and evaluation of the School District's Birth-Grade 5 curriculum, intervention and staff development programs. |

| DUTY NO. | ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.) |
|----------|---|
| 1. | Supervise and evaluate a cohort of principals - assessing, gathering and using evidence to support, stretch and monitor principal progress. |
| 2. | Understand and create the structures and routines necessary to improve the performance of principals as collaborative, equity-focused instructional leaders. |
| 3. | Collaborate with other department and district leaders to provide instructional leadership of innovative and best practice strategies that are consistent with District mission and department goals. |
| 4. | Support school sites with their School Improvement Plans. |
| 5. | Provide input on the Learning and Teaching budgets, with oversight of assigned budget(s). |
| 6. | Lead, and/or assist, in providing professional development activities in order to increase the knowledge and skills of coordinators, teachers, administrators, and support staff. |
| 7. | Maintain current knowledge of curriculum and instruction; resources, changes in state and federal education laws, and educational strategies for student success. |

CLASSIFICATION DESCRIPTION

DIRECTOR OF ELEMENTARY TEACHING, LEARNING AND EQUITY

| | |
|-----|---|
| 8. | Leads and supervises the development and implementation of the District curriculum to include common assessment, instructional materials adoption, instructional strategies and policies in compliance with state legislation. |
| 9. | Interprets and enforces District policies and procedures in curriculum, instruction and staff development. |
| 10. | Coordinates with the Director of Assessment, Evaluation and Continuous Improvement on the administration of local, state and federal assessments including the interpretation of results for use in program and student academic improvement. |
| 11. | Leads, participates in and implements the elementary curriculum review process. Develops, implements and assesses elementary curriculum programs consistent with local, state and federal requirements. Works with staff and principals to assure curricular alignment across the District. |
| 12. | Uses student achievement data to implement changes in the curriculum. Works with staff and principals to implement high quality instructional practices across the District. |
| 13. | Co-leads and provides supervision to District curriculum specialists. |
| 14. | Co-leads and facilitates the committee responsible for the organization and professional development of District staff including, but not limited to, teacher development, instructional leaders, content coaches and support staff. |
| 15. | Co-leads, organizes, and facilitates district-wide staff development aligned to the District's Strategic Plan and delivered with an intercultural lens. |
| 16. | Supervises the administration of special programming related to curriculum and federal programs. |
| 17. | Performs additional necessary duties related to previous essential duties such as managing personnel, development of grants, attendance at District meetings related to teaching, learning and equity. |
| 18. | Supports implementation and co-facilitation of related Prenatal-Grade 3 work with the Early Childhood team. Works with the Early Childhood programs and facilitates the learning services departments as they relate to curricular alignment needs and District goals. |
| 19. | Supports the training and development of Continuous Improvement Teams. Attends site level CIT meetings on a regular basis and completes regular walk-throughs to complete site level practice profiles. |
| 20. | Completes other duties as assigned. |

| |
|---|
| <p>OPTIMAL QUALIFICATIONS: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)</p> |
| <ul style="list-style-type: none"> ● Applicants must hold a Minnesota Department of Education (MDE) teaching license, Administrative K-12 license and have five (5) years of experience teaching and five (5) years administrative experience. ● Excellent written and verbal communication skills ● Ability to effectively facilitate a diverse staff ● Culturally responsive philosophy ● Skillful resource management ● Problem solver |

CLASSIFICATION DESCRIPTION

DIRECTOR OF ELEMENTARY TEACHING, LEARNING AND EQUITY

| |
|---|
| CERTIFICATION OR LICENSING REQUIREMENTS: (prior to job entry) |
| Applicants must hold a Minnesota teaching license, Administrative K-12 license, Current valid Minnesota Superintendent's licensure preferred. |

| |
|---|
| KNOWLEDGE REQUIREMENTS: (Requires knowledge of) |
| <ul style="list-style-type: none"> • Curriculum development, implementation and assessment • Legislation and requirements for Minnesota Education Standards and Benchmarks and World's Best Workforce • Multi-tiered Systems of Support. • State assessments, types and uses of local assessments • Comprehensive knowledge of educational and social research • General understanding of school law • School and program funding • Title I and other federal programs • Ability to develop effective and positive working relationships with students, administrators, parents and community members. |
| <ul style="list-style-type: none"> • Maintain professional composure while dealing with a variety of personalities and situations. • Demonstrated organizational and management abilities. • Show initiative and function as a self-starter. • Excellent written and verbal communication skills and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction. |

| |
|---|
| SKILLS REQUIREMENTS – TRAINING AND EXPERIENCE: (Skilled in) |
| <ul style="list-style-type: none"> • Demonstrated successful experiences as a building level or district level leader • Demonstrated strong academic and professional experience in curriculum development • Demonstrated success in supporting innovation and innovative thinking • Demonstrated effectiveness in supporting classroom academic interventions • Demonstrated success in working well under pressure • Master's degree is preferred |

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

CLASSIFICATION DESCRIPTION

DIRECTOR OF ELEMENTARY TEACHING, LEARNING AND EQUITY

| | | | | |
|---|---|---|--|--|
| Taste and smell | √ | | | |
| Lift and Carry: Up to 10 lbs. | | √ | | |
| Up to 25 lbs. | √ | | | |
| Up to 50 lbs. | √ | | | |
| Up to 100 lbs. | √ | | | |
| More than 100 lbs. | √ | | | |
| GENERAL ENVIRONMENTAL CONDITIONS: | | | | |
| Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. | | | | |
| GENERAL PHYSICAL CONDITIONS: | | | | |
| Work can be generally characterized as: | | | | |
| Sedentary Work: Exerting up to ten (10) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. | | | | |

| VISION REQUIREMENTS: (Check box if relevant) | YES | NO |
|---|------------|-----------|
| No special vision requirements | √ | |
| Close Vision (20 in. of less) | | |
| Distance Vision (20 ft. of more) | | |
| Color Vision | | |
| Depth Perception | | |
| Peripheral Vision | | |

CLASSIFICATION DESCRIPTION

DIRECTOR OF SECONDARY TEACHING, LEARNING AND EQUITY

| | | |
|--|--|--|
| <u>TITLE OF IMMEDIATE SUPERVISOR:</u> Assistant Superintendent | <u>DEPARTMENT:</u> Teaching, Learning and Equity | <u>FLSA STATUS:</u> Exempt |
| <u>ACCOUNTABLE FOR (Job Titles):</u> The Director will supervise or support multiple programs (to be determined) such as: Cohort of Principals, ELL Program Staff, Federal Programs Coordinator, Families in Transition Coordinator, Homeschool Coordination, American Indian Education Coordinator, Non-Public Counselors, Mentor Program Coordinators, Staff Development Coordinator, Technology Manager, Language Immersion Coordinators, and other positions as created by the District to support Teaching, Learning and Equity. | | <u>PAY GRADE ASSIGNMENT:</u> Education Directors Association, Annual Salary Schedule |

| |
|--|
| GENERAL SUMMARY OR PURPOSE OF JOB: |
| Duluth Public Schools, a culturally diverse school district with over 8,500 students, seeking a strong educational leader to provide coordination for the planning, implementation and evaluation of the District's grade 6-12+ curriculum, program of staff development and continuous improvement process. The Director of Secondary Teaching, Learning and Equity directs processes and coordinates for the planning, implementation and evaluation of the School District's grade 6-12+ curriculum, intervention and staff development programs. |

| DUTY NO. | ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.) |
|----------|---|
| 1. | Supervise and evaluate a cohort of principals - assessing, gathering and using evidence to support, stretch and monitor principal progress. |
| 2. | Understand and create the structures and routines necessary to improve the performance of principals as collaborative, equity-focused instructional leaders. |
| 3. | Collaborate with other department and district leaders to provide instructional leadership of innovative and best practice strategies that are consistent with district mission and department goals. |
| 4. | Support school sites with their School Improvement Plans. |
| 5. | Provide input on the Learning and Teaching budgets, with oversight of assigned budget(s). |
| 6. | Lead, and/or assist, in providing professional development activities in order to increase the knowledge and skills of coordinators, teachers, administrators, and support staff. |
| 7. | Maintain current knowledge of curriculum and instruction; resources, changes in state and federal education laws, and educational strategies for student success. |
| 8. | Co-leads and supervises the development and implementation of the District curriculum to include common assessment, instructional materials adoption, instructional strategies and policies in |

CLASSIFICATION DESCRIPTION

DIRECTOR OF SECONDARY TEACHING, LEARNING AND EQUITY

| | |
|-----|---|
| | compliance with state legislation. |
| 9. | Interprets and enforces District policies and procedures in curriculum, instruction and staff development. |
| 10. | Coordinates with the Director of Assessment, Evaluation and Continuous Improvement on the administration of local, state and federal assessments including the interpretation of results for use in program and student academic improvement. |
| 11. | Leads, participates in and implements the secondary curriculum review process. Develops, implements and assesses secondary curriculum programs, including vocational programs, consistent with local, state and federal requirements. Works with staff and principals to assure curricular alignment across the District. |
| 12. | Uses student achievement data to implement changes in the curriculum. Works with staff and principals to implement high quality instructional practices across the District. |
| 13. | Co-leads and provides supervision to District curriculum specialists. |
| 14. | Co-leads and facilitates the committee responsible for the organization and professional development of District staff including, but not limited to, teacher development, instructional leaders, content coaches and support staff. |
| 15. | Co-leads, organizes, and facilitates district-wide staff development aligned to the District's Strategic Plan and delivered with an intercultural lens. |
| 16. | Supervises the administration of special programming related to curriculum and federal programs. |
| 17. | Performs additional necessary duties related to previous essential duties such as managing personnel, development of grants, attendance at District meetings related to teaching, learning and equity. |
| 18. | Supports the training and development of Continuous Improvement Teams. Attends site level CIT meetings on a regular basis and completes regular walk-throughs to complete site level practice profiles. |
| 19. | Completes other duties as assigned. |

| |
|---|
| <p>OPTIMAL QUALIFICATIONS: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)</p> <ul style="list-style-type: none"> ● Applicants must hold a Minnesota Department of Education (MDE) teaching license, Administrative K-12 license and have five (5) years of experience teaching and five (5) years administrative experience. ● Excellent written and verbal communication skills ● Ability to effectively facilitate a diverse staff ● Culturally responsive philosophy ● Skillful resource management ● Problem solver |
|---|

CLASSIFICATION DESCRIPTION

DIRECTOR OF SECONDARY TEACHING, LEARNING AND EQUITY

CERTIFICATION OR LICENSING REQUIREMENTS: (prior to job entry)

Applicants must hold a Minnesota teaching license, Administrative K-12 license, Current valid Minnesota Superintendent's licensure preferred.

KNOWLEDGE REQUIREMENTS: (Requires knowledge of)

- Curriculum development, implementation and assessment
 - Legislation and requirements for Minnesota Education Standards and Benchmarks and World's Best Workforce
 - Multi-tiered Systems of Support.
 - State assessments, types and uses of local assessments
 - Comprehensive knowledge of educational and social research
 - General understanding of school law
 - School and program funding
 - Title I and other federal programs
 - Ability to develop effective and positive working relationships with students, administrators, parents and community members.
-
- Maintain professional composure while dealing with a variety of personalities and situations.
 - Demonstrated organizational and management abilities.
 - Show initiative and function as a self-starter.
 - Excellent written and verbal communication skills and interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction.

SKILLS REQUIREMENTS – TRAINING AND EXPERIENCE: (Skilled in)

- Demonstrated successful experiences as a building level or district level leader
- Demonstrated strong academic and professional experience in curriculum development
- Demonstrated success in supporting innovation and innovative thinking
- Demonstrated effectiveness in supporting classroom academic interventions
- Demonstrated success in working well under pressure
- Master's degree is preferred

PHYSICAL REQUIREMENTS: (indicate according to the requirements of the essential duties/responsibilities)

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

CLASSIFICATION DESCRIPTION

DIRECTOR OF SECONDARY TEACHING, LEARNING AND EQUITY

| | | | | |
|----------------------------------|---|---|--|---|
| Talk and hear | | | | √ |
| Taste and smell | √ | | | |
| Lift and Carry: Up to 10 lbs. | | √ | | |
| Up to 25 lbs. | √ | | | |
| Up to 50 lbs. | √ | | | |
| Up to 100 lbs. | √ | | | |
| More than 100 lbs. | √ | | | |

GENERAL ENVIRONMENTAL CONDITIONS:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.

GENERAL PHYSICAL CONDITIONS:

Work can be generally characterized as:

Sedentary Work: Exerting up to ten (10) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

| VISION REQUIREMENTS: (Check box if relevant) | YES | NO |
|---|------------|-----------|
| No special vision requirements | √ | |
| Close Vision (20 in. of less) | | |
| Distance Vision (20 ft. of more) | | |
| Color Vision | | |
| Depth Perception | | |
| Peripheral Vision | | |

| | | General Fund Feb-21 | | | Percent of year | 66.67% |
|-----------------------------------|--|------------------------|-----------------------|-----------------------|------------------------------|--------------------------------|
| | | FY21 Actual | FY 21 Budget | | Revised Budget Balance | Percent Budget Remaining |
| | | | Adopted | Revised | | |
| Revenues | | | | | | |
| Levy | | \$ 9,899,485 | \$ 18,709,995 | \$ 18,709,995 | \$ 8,810,510 | 47% |
| State aids | | 43,888,198 | 70,295,234 | 69,523,810 | 25,635,612 | 37% |
| Special ED (fin 740) | | 9,012,009 | 14,856,750 | 14,856,750 | 5,844,741 | 39% |
| Federal | | 3,828,036 | 5,878,574 | 11,450,777 | 7,622,741 | 67% |
| Other | | 401,870 | - | - | (401,870) | |
| Other Local | | 795,918 | 2,978,214 | 2,865,987 | 2,070,069 | 72% |
| Student Activities | | - | 1,341,256 | 1,341,256 | 1,341,256 | 100% |
| Total Revenue | | \$ 67,825,516 | \$ 114,060,023 | \$ 118,748,575 | \$ 50,923,059 | 43% |
| Expenditures | | | | | | |
| 010-050 Administration | | \$ 3,361,285 | \$ 5,546,316 | \$ 5,957,651 | \$ 2,596,366 | 44% |
| 105-110 District Support Services | | 5,608,693 | 5,854,475 | 8,256,110 | 2,647,417 | 32% |
| 200-298 Elem & Secondary Reg | | 21,053,965 | 45,738,940 | 47,838,095 | 26,784,130 | 56% |
| 300-380 Vocational Education | | 619,386 | 1,544,477 | 1,368,081 | 748,695 | 55% |
| 400-422 Special Education | | 13,652,344 | 24,735,656 | 24,735,656 | 11,083,312 | 45% |
| 505-590 Community Education | | | | | | |
| 605-640 Instructional Support | | 2,089,763 | 3,934,727 | 4,117,570 | 2,027,807 | 49% |
| 710-770 Pupil Support | | 4,572,863 | 8,968,496 | 8,388,344 | 3,815,481 | 45% |
| 805-865 Sites and Buildings | | 8,144,372 | 13,031,439 | 13,453,162 | 5,308,790 | 39% |
| 910-940 Fiscal & Other Fixed | | 836,822 | 3,363,554 | 3,363,554 | 2,526,732 | 75% |
| Student Activities | | - | 1,341,256 | 1,341,256 | 1,341,256 | 100% |
| Total Expenditures | | \$ 59,939,493 | \$ 114,059,336 | \$ 118,819,479 | \$ 58,879,986 | 50% |
| Excess Rev Over (Under) | | \$ 7,886,023 | \$ 687 | \$ (70,904) | \$ (7,956,927) | |

| | | Percent of year | | | 66.67% | |
|-----------------------------------|----|----------------------------------|---------------|---------------|-----------------|------------|
| | | General Fund Unrestricted | | | | |
| | | Feb-21 | | | | |
| | | FY21 | FY 21 Budget | | Revised | Percent |
| | | Actual | Adopted | Revised | Budget | Budget |
| | | | | | Balance | Remaining |
| Revenues | | | | | | |
| Levy | \$ | 9,899,485 | \$ 14,961,986 | \$ 14,961,986 | \$ 5,062,501 | 34% |
| State aids | | 43,648,887 | 60,363,736 | 59,863,736 | 16,214,849 | 27% |
| Special ED (fin 740) | | 9,012,009 | 14,856,750 | 14,856,750 | 5,844,741 | 39% |
| Federal | | - | - | - | - | |
| Other | | 401,870 | - | - | (401,870) | |
| Other Local | | 476,804 | 2,173,488 | 1,973,488 | 1,496,684 | 76% |
| Student Activities | | - | 1,341,256 | 1,341,256 | 1,341,256 | 100% |
| <hr/> | | | | | | |
| Total Revenue | \$ | 63,439,055 | \$ 93,697,216 | \$ 92,997,216 | \$ 29,558,161 | <u>32%</u> |
| Expenditures | | | | | | |
| 010-050 Administration | \$ | 2,942,949 | \$ 5,546,316 | \$ 5,544,315 | \$ 2,601,366 | 47% |
| 105-110 District Support Services | | 4,085,742 | 5,712,117 | 5,706,117 | 1,620,375 | 28% |
| 200-298 Elem & Secondary Reg | | 15,939,957 | 34,704,489 | 34,707,490 | 18,767,533 | 54% |
| 300-380 Vocational Education | | 604,598 | 1,353,081 | 1,353,081 | 748,483 | 55% |
| 400-422 Special Education | | 12,288,046 | 21,696,576 | 21,696,576 | 9,408,530 | 43% |
| 505-590 Community Education | | | | | | |
| 605-640 Instructional Support | | 953,268 | 1,727,665 | 1,748,905 | 795,637 | 45% |
| 710-770 Pupil Support | | 3,929,077 | 8,342,573 | 7,342,572 | 3,413,495 | 46% |
| 805-865 Sites and Buildings | | 6,240,525 | 9,774,643 | 9,824,995 | 3,584,470 | 36% |
| 910-940 Fiscal & Other Fixed | | 836,822 | 3,363,554 | 3,363,554 | 2,526,732 | 75% |
| Student Activities | | - | 1,341,256 | 1,341,256 | 1,341,256 | 100% |
| <hr/> | | | | | | |
| Total Expenditures | \$ | 47,820,984 | \$ 93,562,270 | \$ 92,628,861 | \$ 44,807,877 | <u>48%</u> |
| <hr/> | | | | | | |
| Excess Rev Over (Under) | \$ | 15,618,071 | \$ 134,946 | \$ 368,355 | \$ (15,249,716) | |

| | | Percent of year | | | 66.67% |
|-----------------------------------|-----------------------|-------------------------|----------------------|----------------------|------------|
| | | General Fund Restricted | | | |
| | | Feb-21 | | | |
| | FY21 | FY 21 Budget | | Revised | Percent |
| | Actual | Adopted | Revised | Budget | Budget |
| | | | | Balance | Remaining |
| Revenues | | | | | |
| Levy | \$ - | \$ 3,748,009 | \$ 3,748,009 | \$ 3,748,009 | 100% |
| State aids | 239,311 | 9,931,498 | 9,660,074 | 9,420,763 | 98% |
| Special ED (fin 740) | - | - | - | - | |
| Federal | 3,828,036 | 5,878,574 | 11,450,777 | 7,622,741 | 67% |
| Other | - | - | - | - | |
| Other Local | 319,114 | 804,726 | 892,499 | 573,385 | 64% |
| Student Activities | - | - | - | - | |
| Total Revenue | \$ 4,386,461 | \$ 20,362,807 | \$ 25,751,359 | \$ 21,364,898 | 83% |
| Expenditures | | | | | |
| 010-050 Administration | \$ 418,336 | \$ - | \$ 413,336 | \$ (5,000) | |
| 105-110 District Support Services | 1,522,951 | 142,358 | 2,549,993 | 1,027,042 | 40% |
| 200-298 Elem & Secondary Reg | 5,114,008 | 11,034,451 | 13,130,605 | 8,016,597 | 61% |
| 300-380 Vocational Education | 14,788 | 191,396 | 15,000 | 212 | 1% |
| 400-422 Special Education | 1,364,298 | 3,039,080 | 3,039,080 | 1,674,782 | 55% |
| 505-590 Community Education | | | | | |
| 605-640 Instructional Support | 1,136,495 | 2,207,062 | 2,368,665 | 1,232,170 | 52% |
| 710-770 Pupil Support | 643,786 | 625,923 | 1,045,772 | 401,986 | |
| 805-865 Sites and Buildings | 1,903,847 | 3,256,796 | 3,628,167 | 1,724,320 | 48% |
| 910-940 Fiscal & Other Fixed | - | - | - | - | |
| Student Activities | | | | | |
| Total Expenditures | \$ 12,118,509 | \$ 20,497,066 | \$ 26,190,618 | \$ 14,072,109 | 54% |
| Excess Rev Over (Under) | \$ (7,732,048) | \$ (134,259) | \$ (439,259) | \$ 7,292,789 | |

| | | Percent of year | | | 66.67% | |
|-----------------------------------|----|-------------------|----------------|--------------|--------------|-----|
| | | Food Service Fund | | | | |
| | | Feb-21 | | | | |
| | | FY21 | FY 21 Budget | | Revised | |
| | | Actual | Adopted | Revised | Budget | |
| | | | | | Percent | |
| | | | | | Budget | |
| | | | | | Remaining | |
| Revenues | | | | | | |
| Levy | \$ | - | \$ - | \$ - | \$ - | |
| State aids | | 68,843 | 225,000 | 225,000 | 156,157 | 69% |
| Special ED (fin 740) | | - | - | - | - | |
| Federal | | 979,977 | 2,588,000 | 2,588,000 | 1,608,023 | 62% |
| Other | | 22,918 | 10,000 | 1,470,000 | 1,447,082 | 98% |
| Other Local | | 2,250 | | 10,000 | 7,750 | 78% |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Revenue | \$ | 1,073,988 | \$ 2,823,000 | \$ 4,293,000 | \$ 3,219,012 | 75% |
| <hr/> | | | | | | |
| Expenditures | | | | | | |
| 010-050 Administration | \$ | - | \$ - | \$ - | \$ - | |
| 105-110 District Support Services | | - | - | - | - | |
| 200-298 Elem & Secondary Reg | | - | - | - | - | |
| 300-380 Vocational Education | | - | - | - | - | |
| 400-422 Special Education | | - | - | - | - | |
| 505-590 Community Education | | - | - | - | - | |
| 605-640 Instructional Support | | - | - | - | - | |
| 710-770 Pupil Support | | 1,449,090 | 4,433,337 | 4,433,337 | 2,984,247 | 67% |
| 805-865 Sites and Buildings | | - | - | - | - | |
| 910-940 Fiscal & Other Fixed | | - | - | - | - | |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Expenditures | \$ | 1,449,090 | \$ 4,433,337 | \$ 4,433,337 | \$ 2,984,247 | 67% |
| <hr/> | | | | | | |
| Excess Rev Over (Under) | \$ | (375,102) | \$ (1,610,337) | \$ (140,337) | \$ 234,765 | |

| | | Percent of year | | | 66.67% | |
|-----------------------------------|----|------------------------|--------------|--------------|--------------|-----|
| | | Community Service Fund | | | | |
| | | Feb-21 | | | | |
| | | FY21 | FY 21 Budget | | Revised | |
| | | Actual | Adopted | Revised | Budget | |
| | | | | | Balance | |
| | | | | | Percent | |
| | | | | | Budget | |
| | | | | | Remaining | |
| Revenues | | | | | | |
| Levy | \$ | 529,951 | \$ 967,904 | \$ 989,110 | \$ 459,159 | 46% |
| State aids | | 1,621,464 | 2,554,075 | 2,497,236 | 875,772 | 35% |
| Special ED (fin 740) | | - | - | - | - | |
| Federal | | 945,693 | 2,048,958 | 2,908,735 | 1,963,042 | 67% |
| Other | | - | - | - | - | |
| Other Local | | 623,595 | 1,992,063 | 1,794,050 | 1,170,455 | 65% |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Revenue | \$ | 3,720,703 | \$ 7,563,000 | \$ 8,189,131 | \$ 4,468,428 | 55% |
| <hr/> | | | | | | |
| Expenditures | | | | | | |
| 010-050 Administration | \$ | - | \$ - | \$ - | \$ - | |
| 105-110 District Support Services | | - | - | - | - | |
| 200-298 Elem & Secondary Reg | | - | - | - | - | |
| 300-380 Vocational Education | | - | - | - | - | |
| 400-422 Special Education | | - | - | - | - | |
| 505-590 Community Education | | 3,648,757 | 7,789,371 | 8,576,076 | 4,927,319 | 57% |
| 605-640 Instructional Support | | - | - | - | - | |
| 710-770 Pupil Support | | - | - | - | - | |
| 805-865 Sites and Buildings | | - | - | - | - | |
| 910-940 Fiscal & Other Fixed | | - | - | - | - | |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Expenditures | \$ | 3,648,757 | \$ 7,789,371 | \$ 8,576,076 | \$ 4,927,319 | 57% |
| <hr/> | | | | | | |
| Excess Rev Over (Under) | \$ | 71,946 | \$ (226,371) | \$ (386,945) | \$ (458,891) | |

Percent of year

66.67%

**Capital Projects Fund
Feb-21**

| | FY21 Actual | FY 21 Budget | | Revised Budget Balance | Percent Budget Remaining |
|--|----------------|--------------|-------------|------------------------------|--------------------------------|
| | | Adopted | Revised | | |
| Revenues | | | | | |
| Levy | \$ - | \$ - | \$ - | \$ - | |
| State aids | - | - | - | - | |
| Special ED (fin 740) | - | - | - | - | |
| Federal | - | - | - | - | |
| Sales | - | - | - | - | |
| Other Local | - | - | - | - | |
| Student Activities | - | - | - | - | |
| Total Revenue | \$ - | \$ - | \$ - | \$ - | |
| Expenditures | | | | | |
| 010-050 Administration | \$ - | \$ - | \$ - | \$ - | |
| 105-110 District Support Services | - | - | - | - | |
| 200-298 Elem & Secondary Reg | - | - | - | - | |
| 300-380 Vocational Education | - | - | - | - | |
| 400-422 Special Education | - | - | - | - | |
| 505-590 Community Education | - | - | - | - | |
| 605-640 Instructional Support | - | - | - | - | |
| 710-770 Pupil Support | - | - | - | - | |
| 805-865 Sites and Buildings | - | - | - | - | |
| 910-940 Fiscal & Other Fixed Student Activities | - | - | - | - | |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - | |
| Excess Rev Over (Under) | \$ - | \$ - | \$ - | \$ - | |

| | | Percent of year | | | 66.67% | |
|-----------------------------------|----|-------------------|---------------|---------------|--------------|-----------|
| | | Debt Service Fund | | | | |
| | | Feb-21 | | | | |
| | | FY21 | FY 21 Budget | | Revised | Percent |
| | | Actual | Adopted | Revised | Budget | Budget |
| | | | | | Balance | Remaining |
| Revenues | | | | | | |
| Levy | \$ | 10,768,604 | \$ 19,608,723 | \$ 19,608,723 | \$ 8,840,119 | 45% |
| State aids | | 2,245,338 | 2,188,563 | 2,188,563 | (56,775) | -3% |
| Special ED (fin 740) | | - | - | - | - | |
| Federal | | - | - | - | - | |
| Other | | - | - | - | - | |
| Other Local | | 1 | 1,000 | 1,000 | 999 | 100% |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Revenue | \$ | 13,013,943 | \$ 21,798,286 | \$ 21,798,286 | \$ 8,784,343 | 40% |
| <hr/> | | | | | | |
| Expenditures | | | | | | |
| 010-050 Administration | \$ | - | \$ - | \$ - | \$ - | |
| 105-110 District Support Services | | - | - | - | - | |
| 200-298 Elem & Secondary Reg | | - | - | - | - | |
| 300-380 Vocational Education | | - | - | - | - | |
| 400-422 Special Education | | - | - | - | - | |
| 505-590 Community Education | | - | - | - | - | |
| 605-640 Instructional Support | | - | - | - | - | |
| 710-770 Pupil Support | | - | - | - | - | |
| 805-865 Sites and Buildings | | - | - | - | - | |
| 910-940 Fiscal & Other Fixed | | 21,489,701 | 21,506,300 | 21,506,300 | 16,599 | 0% |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Expenditures | \$ | 21,489,701 | \$ 21,506,300 | \$ 21,506,300 | \$ 16,599 | 0% |
| <hr/> | | | | | | |
| Excess Rev Over (Under) | \$ | (8,475,758) | \$ 291,986 | \$ 291,986 | \$ 8,767,744 | |

| | | Trust Fund Feb-21 | | | Percent of year | 66.67% |
|-----------------------------------|----|----------------------|--------------|------------|------------------------------|--------------------------------|
| | | FY21 Actual | FY 21 Budget | | Revised Budget Balance | Percent Budget Remaining |
| | | | Adopted | Revised | | |
| Revenues | | | | | | |
| Levy | \$ | - | \$ - | \$ - | \$ - | |
| State aids | | - | - | - | - | |
| Special ED (fin 740) | | - | - | - | - | |
| Federal | | - | - | - | - | |
| Other | | - | - | - | - | |
| Other Local | | 396 | 258,575 | 258,575 | 258,179 | 100% |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Revenue | \$ | 396 | \$ 258,575 | \$ 258,575 | \$ 258,179 | 100% |
| <hr/> | | | | | | |
| Expenditures | | | | | | |
| 010-050 Administration | \$ | - | \$ - | \$ - | \$ - | |
| 105-110 District Support Services | | - | - | - | - | |
| 200-298 Elem & Secondary Reg | | 250,000 | 250,000 | 250,000 | - | 0% |
| 300-380 Vocational Education | | - | - | - | - | |
| 400-422 Special Education | | - | - | - | - | |
| 505-590 Community Education | | - | - | - | - | |
| 605-640 Instructional Support | | - | - | - | - | |
| 710-770 Pupil Support | | - | - | - | - | |
| 805-865 Sites and Buildings | | - | - | - | - | |
| 910-940 Fiscal & Other Fixed | | - | - | - | - | |
| Student Activities | | - | - | - | - | |
| <hr/> | | | | | | |
| Total Expenditures | \$ | 250,000 | \$ 250,000 | \$ 250,000 | \$ - | 0% |
| <hr/> | | | | | | |
| Excess Rev Over (Under) | \$ | (249,604) | \$ 8,575 | \$ 8,575 | \$ 258,179 | |

| | | Percent of year | | | 66.67% | |
|-------------------------------------|-------------------|-------------------|-------------------|--------------------|-----------|------------|
| Dental Internal Service Fund | | | | | | |
| Feb-21 | | | | | | |
| | FY21 | FY 21 Budget | | Revised | Percent | |
| | Actual | Adopted | Revised | Budget | Budget | |
| | | | | Balance | Remaining | |
| Revenues | | | | | | |
| Levy | \$ - | \$ - | \$ - | \$ - | | |
| State aids | - | - | - | - | | |
| Special ED (fin 740) | - | - | - | - | | |
| Federal | - | - | - | - | | |
| Other | - | - | - | - | | |
| Other Local | 546,077 | 917,000 | 917,000 | 370,923 | | 40% |
| Student Activities | - | - | - | - | | |
| Total Revenue | \$ 546,077 | \$ 917,000 | \$ 917,000 | \$ 370,923 | | 40% |
| Expenditures | | | | | | |
| 010-050 Administration | \$ - | \$ - | \$ - | \$ - | | |
| 105-110 District Support Services | - | - | - | - | | |
| 200-298 Elem & Secondary Reg | - | - | - | - | | |
| 300-380 Vocational Education | - | - | - | - | | |
| 400-422 Special Education | - | - | - | - | | |
| 505-590 Community Education | - | - | - | - | | |
| 605-640 Instructional Support | - | - | - | - | | |
| 710-770 Pupil Support | - | - | - | - | | |
| 805-865 Sites and Buildings | - | - | - | - | | |
| 910-940 Fiscal & Other Fixed | 531,228 | 917,000 | 917,000 | 385,772 | | 42% |
| Student Activities | - | - | - | - | | |
| Total Expenditures | \$ 531,228 | \$ 917,000 | \$ 917,000 | \$ 385,772 | | 42% |
| Excess Rev Over (Under) | \$ 14,849 | \$ - | \$ - | \$ (14,849) | | |

Duluth Public Schools - ISD 709
Cash Flow Report
Month Ending 02/28/21

| | | General | Food | | Community | Operating | | Debt | Trust & | | Student | |
|------------------------------------|-----------|---------------|---------------|----------------|----------------|--------------|--------------|---------|--------------|--------------|------------|--------------|
| | Total | Fund | Service | Transportation | Education | Capital | Construction | Service | Agency | Dental | Activities | |
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 & 9 | 20 | 71 & 79 | |
| Cash and investments | 1/31/2021 | \$ 24,859,979 | \$ 14,078,465 | \$ 1,096,002 | \$ (3,418,136) | \$ 2,432,411 | \$ 2,079,405 | \$ 10 | \$ 5,623,990 | \$ 1,192,896 | \$ 650,128 | \$ 1,124,810 |
| Receivables (increase)/decrease - | | (10,836) | 1,161 | (185) | - | (12,883) | - | - | - | 1,071 | - | - |
| Payables increase/(decrease) - | | 521,684 | 527,885 | 35,980 | 51,256 | 125,265 | (218,623) | - | - | (79) | - | - |
| Revenues increase/(decrease) - | | 9,300,179 | 8,290,672 | 168,865 | 416,974 | 143,965 | 125,440 | - | 15,541 | - | 138,722 | - |
| Expenditures (increase)/decrease - | | (10,844,307) | (7,172,223) | (236,050) | (387,512) | (591,706) | (2,368,968) | - | - | - | (87,846) | - |
| Cash and investments | 2/28/2021 | \$ 23,826,700 | \$ 15,725,959 | \$ 1,064,612 | \$ (3,337,419) | \$ 2,097,053 | \$ (382,747) | \$ 10 | \$ 5,639,531 | \$ 1,192,896 | \$ 701,995 | \$ 1,124,810 |

ISD 709 ACH & WIRE TRANSFER SUMMARY FOR THE MONTH ENDING 2/28/2021

| Check Date | Wire Trx/CP | Vendor Name | Check Amount |
|-------------------|--------------------|---|---------------------|
| 2/1/2021 | 8000000578 | GOODIN COMPANY | \$ 10.74 |
| 2/1/2021 | 8000000579 | HEINEMANN PUBLISHING | \$ 3,623.16 |
| 2/1/2021 | 8000000580 | HOUGHTON MIFFLIN HARCOURT | \$ 2,154.75 |
| 2/1/2021 | 8000000581 | INVOLTA LLC | \$ 2,500.00 |
| 2/1/2021 | 8000000582 | JOHNSON CONTROLS INC | \$ 213.59 |
| 2/1/2021 | 8000000583 | NORTHERN BUSINESS PRODUCTS INC | \$ 432.73 |
| 2/1/2021 | 8000000584 | PER MAR SECURITY SERVICES | \$ 3,791.94 |
| 2/1/2021 | 8000000585 | PRAXAIR DISTRIBUTION INC | \$ 1,158.11 |
| 2/1/2021 | 8000000586 | SCHOOL SPECIALTY INC | \$ 117.50 |
| 2/1/2021 | 8000000587 | TELIN TRANSPORTATION GROUP LLC | \$ 239.20 |
| 2/1/2021 | 8000000588 | TWIN PORTS PAPER AND SUPPLY | \$ 4,059.80 |
| 2/1/2021 | 8000000589 | VIKING ELECTRIC SUPPLY | \$ 24.21 |
| 2/5/2021 | 8000000590 | AFSCME MN COUNCIL 5 EFT PARA PRO & FOOD SVC D | \$ 8,917.96 |
| 2/5/2021 | 8000000591 | CITISTREET FOR MSRS EFT | \$ 47,480.39 |
| 2/5/2021 | 8000000592 | DULUTH FEDERATION OF TEA | \$ 34,308.89 |
| 2/5/2021 | 8000000593 | EBC - FLEX EFT | \$ 8,039.90 |
| 2/5/2021 | 8000000594 | EBC - TSA EFT | \$ 55,296.34 |
| 2/5/2021 | 8000000595 | EDUCATION MN CLERICAL DFT | \$ 917.95 |
| 2/5/2021 | 8000000596 | FEDERAL 941 PR TAXES | \$ 566,336.59 |
| 2/5/2021 | 8000000597 | MG TRUST | \$ 171,377.72 |
| 2/5/2021 | 8000000598 | MN CHILD SUPPORT EFT | \$ 247.81 |
| 2/5/2021 | 8000000599 | MN STATE PR TAXES | \$ 94,683.00 |
| 2/5/2021 | 8000000600 | NATIONAL CONFERENCE OF FIREMEN AND OILERS 32E | \$ 3,939.45 |
| 2/5/2021 | 8000000601 | PUBLIC EMPLOYEES RETIREMENT EFT | \$ 84,862.46 |
| 2/5/2021 | 8000000602 | TEACHERS RETIREMENT ASSOC EFT | \$ 292,372.15 |
| 2/8/2021 | 8000000603 | ASSN FOR SUPERVISION AND CURRICULUM DEVELOPM | \$ 59.00 |
| 2/8/2021 | 8000000604 | BARNES AND NOBLE BKSTR | \$ 219.92 |
| 2/8/2021 | 8000000605 | FOLLETT SCHOOL SOLUTIONS INC | \$ 2,766.05 |
| 2/8/2021 | 8000000606 | FORUM COMMUNICATIONS COMPANY | \$ 143.00 |
| 2/8/2021 | 8000000607 | GOODIN COMPANY | \$ 820.61 |
| 2/8/2021 | 8000000608 | JOSTENS INC | \$ 12.20 |
| 2/8/2021 | 8000000609 | NORTHERN BUSINESS PRODUCTS INC | \$ 1,336.14 |
| 2/8/2021 | 8000000610 | PRAXAIR DISTRIBUTION INC | \$ 559.26 |
| 2/8/2021 | 8000000611 | SCHMITT MUSIC CENTERS | \$ 816.05 |
| 2/8/2021 | 8000000612 | SCHOLASTIC INC TEACHING RESOURCES | \$ 156.59 |
| 2/8/2021 | 8000000613 | SCHOOL SPECIALTY INC | \$ 308.72 |
| 2/8/2021 | 8000000614 | TWIN PORTS PAPER AND SUPPLY | \$ 538.86 |
| 2/16/2021 | 8000000615 | DRYER PETERSON & KNUTSON, P.C. | \$ 4,494.00 |
| 2/16/2021 | 8000000616 | FRYBERGER BUCHANAN SMITH & FREDRICK INC | \$ 5,092.10 |
| 2/16/2021 | 8000000617 | GOODIN COMPANY | \$ 2.25 |
| 2/16/2021 | 8000000618 | JOHNSON CONTROLS INC | \$ 1,876.03 |
| 2/16/2021 | 8000000619 | MICHAUD DIST INC | \$ 264.00 |
| 2/16/2021 | 8000000620 | NORTHERN BUSINESS PRODUCTS INC | \$ 743.56 |

| | | | | |
|-----------|------------|---|----|--------------|
| 2/16/2021 | 8000000621 | PHONAK INC SONOVA USA INC | \$ | 1,134.99 |
| 2/16/2021 | 8000000622 | PRAXAIR DISTRIBUTION INC | \$ | 616.60 |
| 2/16/2021 | 8000000623 | SCHOOL SPECIALTY INC | \$ | 611.07 |
| 2/16/2021 | 8000000624 | TELIN TRANSPORTATION GROUP LLC | \$ | 1,462.64 |
| 2/16/2021 | 8000000625 | TEXTBOOK WAREHOUSE INC | \$ | 194.00 |
| 2/16/2021 | 8000000626 | TWIN PORTS PAPER AND SUPPLY | \$ | 179.72 |
| 2/19/2021 | 8000000627 | CITISTREET FOR MSRS EFT | \$ | 64,624.54 |
| 2/19/2021 | 8000000628 | DULUTH FEDERATION OF TEA | \$ | 34,412.36 |
| 2/19/2021 | 8000000629 | EBC - FLEX EFT | \$ | 8,180.09 |
| 2/19/2021 | 8000000630 | EBC - TSA EFT | \$ | 55,233.95 |
| 2/19/2021 | 8000000631 | EDUCATION MN CLERICAL DFT | \$ | 852.03 |
| 2/19/2021 | 8000000632 | FEDERAL 941 PR TAXES | \$ | 584,558.52 |
| 2/19/2021 | 8000000633 | MG TRUST | \$ | 173,126.08 |
| 2/19/2021 | 8000000634 | MN CHILD SUPPORT EFT | \$ | 247.81 |
| 2/19/2021 | 8000000635 | MN STATE PR TAXES | \$ | 97,139.36 |
| 2/19/2021 | 8000000636 | NATIONAL CONFERENCE OF FIREMEN AND OILERS 32E | \$ | 18.00 |
| 2/19/2021 | 8000000637 | NATIONAL PEOPLE COMMITTEE THE AFSCME COUNCIL | \$ | 28.15 |
| 2/19/2021 | 8000000638 | PUBLIC EMPLOYEES RETIREMENT EFT | \$ | 97,145.18 |
| 2/19/2021 | 8000000639 | TEACHERS RETIREMENT ASSOC EFT | \$ | 292,605.20 |
| 2/22/2021 | 8000000640 | BARNES AND NOBLE BKSTR | \$ | 15.38 |
| 2/22/2021 | 8000000641 | DRYER PETERSON & KNUTSON, P.C. | \$ | 5,320.00 |
| 2/22/2021 | 8000000642 | FRYBERGER BUCHANAN SMITH & FREDRICK INC | \$ | 7,088.00 |
| 2/22/2021 | 8000000643 | JOHNSON CONTROLS INC | \$ | 355.13 |
| 2/22/2021 | 8000000644 | JOSTENS INC | \$ | 12.20 |
| 2/22/2021 | 8000000645 | NORTHERN BUSINESS PRODUCTS INC | \$ | 821.12 |
| 2/22/2021 | 8000000646 | PER MAR SECURITY SERVICES | \$ | 400.00 |
| 2/22/2021 | 8000000647 | SCHOOL SPECIALTY INC | \$ | 445.91 |
| 2/22/2021 | 8000000648 | TEXTBOOK WAREHOUSE INC | \$ | 1,575.00 |
| 2/22/2021 | 8000000649 | TWIN PORTS PAPER AND SUPPLY | \$ | 2,324.16 |
| 2/26/2021 | 8000000650 | ASSOCIATED BANK (EFT) | \$ | 2,111,166.88 |
| 2/26/2021 | 8000000651 | DELTA DENTAL PLAN OF MN(EFT) | \$ | 87,846.17 |
| 2/26/2021 | 8000000652 | HARRIS BANK MASTERCARD EFT | \$ | 36,405.87 |
| 2/26/2021 | 8000000653 | MEDICA HEALTH PLAN (EFT) | \$ | 148,195.14 |
| 2/26/2021 | 8000000654 | PEIP - HLTH EFT | \$ | 1,540,211.04 |

Report Total \$ 6,761,866.97

ISD 709 VENDOR REPORT FOR THE MONTH ENDING 2/28/2021

| Check Date | Check Number | Vendor Name | Check Amount |
|------------|--------------|---|---------------|
| 2/1/2021 | 701708 | Granmo, Gregory A | \$ 92.35 |
| 2/1/2021 | 701709 | 3 OWLS OUTDOOR PLAY CONSULTANTS, LLC | \$ 1,500.00 |
| 2/1/2021 | 701710 | AMERICAN DIVERSITY | \$ 1,317.39 |
| 2/1/2021 | 701711 | ANDERSON NICHOLAS | \$ 160.00 |
| 2/1/2021 | 701712 | ARROWHEAD RADIO & SEC HUNT ELECTRIC CORP | \$ 253,937.51 |
| 2/1/2021 | 701713 | AT&T WIRELESS | \$ 21.83 |
| 2/1/2021 | 701714 | AUNTY'S CHILDCARE | \$ 612.00 |
| 2/1/2021 | 701715 | AUTO VALUE | \$ 464.97 |
| 2/1/2021 | 701716 | BATTERIES PLUS 34 | \$ 103.92 |
| 2/1/2021 | 701717 | BLACK BEARS AND BLUEBERRIES PUBLISHING | \$ 1,117.00 |
| 2/1/2021 | 701718 | BLICK ART MATERIALS | \$ 321.66 |
| 2/1/2021 | 701719 | CAPTIVATE MEDIA AND CONSULTING | \$ 2,625.00 |
| 2/1/2021 | 701720 | CARLSON REFRIGERATION | \$ 381.34 |
| 2/1/2021 | 701721 | CDW GOVERNMENT INC | \$ 3,271.13 |
| 2/1/2021 | 701722 | CREATION STATION | \$ 140.00 |
| 2/1/2021 | 701723 | DALCO | \$ 2,127.84 |
| 2/1/2021 | 701724 | FIRST PHOTO | \$ 197.62 |
| 2/1/2021 | 701725 | GRAINGER W W INC | \$ 41.22 |
| 2/1/2021 | 701726 | GREAT BOOKS FOUNDATION | \$ 257.96 |
| 2/1/2021 | 701727 | GUARDIAN PEST SOLUTIONS INC | \$ 161.06 |
| 2/1/2021 | 701728 | JOHNSTONE SUPPLY | \$ 143.88 |
| 2/1/2021 | 701729 | FRANCES KNOBLOCH | \$ 744.00 |
| 2/1/2021 | 701730 | LEAF CAPITAL FUNDING LLC | \$ 1,773.72 |
| 2/1/2021 | 701731 | LINDENMEYR MUNROE | \$ 511.69 |
| 2/1/2021 | 701732 | LONDON ROAD RENTAL CENTER | \$ 79.60 |
| 2/1/2021 | 701733 | Jennifer J Madole | \$ 1,411.00 |
| 2/1/2021 | 701734 | MAKEMUSIC INC | \$ 1,360.00 |
| 2/1/2021 | 701735 | SASCHA MANSSON | \$ 1,000.00 |
| 2/1/2021 | 701736 | MANY RIVERS MONTESSORI | \$ 8,357.88 |
| 2/1/2021 | 701737 | HILLARY MATARA | \$ 42.65 |
| 2/1/2021 | 701738 | MEEKER AND WRIGHT SPEC EDUCATION COOP 938 | \$ 502.92 |
| 2/1/2021 | 701739 | MENARDS HERMANTOWN | \$ 34.99 |
| 2/1/2021 | 701740 | MID-STATE TRUCK SVC FORMERLY MANEY INTL | \$ 939.19 |
| 2/1/2021 | 701741 | MIDWEST COMMUNICATIONS | \$ 360.00 |
| 2/1/2021 | 701742 | MN ELEM SCHOOL PRINCIPALS ASSN (MESPA) | \$ 225.00 |
| 2/1/2021 | 701743 | NORTH CENTRAL BUS & EQUIPMENT INC | \$ 42.42 |
| 2/1/2021 | 701744 | OAKTREE PRODUCTS | \$ 45.00 |
| 2/1/2021 | 701745 | PAXEN PUBLISHING | \$ 276.08 |
| 2/1/2021 | 701746 | JAMES POE | \$ 269.00 |
| 2/1/2021 | 701747 | PRACHAR JENNIFER | \$ 688.00 |
| 2/1/2021 | 701748 | JANETTE RADICH | \$ 823.48 |
| 2/1/2021 | 701749 | Melanie K Samuelson-Johnson | \$ 92.65 |
| 2/1/2021 | 701750 | SHEL/DON BUSINESS SOLUTIONS | \$ 445.03 |

| | | | |
|----------|--|----|-----------|
| 2/1/2021 | 701751 SPRINT | \$ | 368.23 |
| 2/1/2021 | 701752 SUPER ONE FOODS 455 LAKESIDE | \$ | 100.00 |
| 2/1/2021 | 701753 SUPER ONE FOODS 457 PLAZA | \$ | 111.95 |
| 2/1/2021 | 701754 SUPER ONE FOODS 507 CLOQUET | \$ | 45.40 |
| 2/1/2021 | 701755 SUPER ONE FOODS 565 WEST DUL | \$ | 53.24 |
| 2/1/2021 | 701756 T MOBILE | \$ | 29.86 |
| 2/1/2021 | 701757 Karen A Tokarczyk | \$ | 50.90 |
| 2/1/2021 | 701758 UNITED ELECTRIC CO DIV OF WESCO | \$ | 55.08 |
| 2/1/2021 | 701759 Bette L Upton | \$ | 252.00 |
| 2/1/2021 | 701760 VARITRONICS, LLC | \$ | 626.98 |
| 2/1/2021 | 701761 VOYAGER FLEET SYSTEMS INC | \$ | 52.85 |
| 2/1/2021 | 701762 VOYAGEUR BUS CO | \$ | 2,847.91 |
| 2/5/2021 | 701763 Dammann, Marcy E | \$ | 946.06 |
| 2/5/2021 | 701764 Durick Eder, Kelly A | \$ | 581.80 |
| 2/5/2021 | 701765 Krogstad, Kaylee R | \$ | 1,114.76 |
| 2/5/2021 | 701766 Norman, Julie A | \$ | - |
| 2/5/2021 | 701767 Pioro, Angela M | \$ | 1,890.52 |
| 2/5/2021 | 701768 Valesano, Michael A | \$ | - |
| 2/5/2021 | 701769 Wright, Kari L | \$ | 1,102.58 |
| 2/5/2021 | 701770 EDUCATION MINNESOTA | \$ | 30.94 |
| 2/5/2021 | 701771 EDUCATION MN INTEGRATION SPECIALISTS LOCAL 737 | \$ | 215.18 |
| 2/5/2021 | 701772 EXECUTIVE EMPLOYEES ASSN | \$ | 150.00 |
| 2/5/2021 | 701773 MESSERLI & KRAMER | \$ | 449.90 |
| 2/5/2021 | 701774 NON CERT SUPV EMPLOYEES | \$ | 200.00 |
| 2/5/2021 | 701775 RIVERVIEW LAW OFFICE PLLC | \$ | 171.07 |
| 2/5/2021 | 701776 UNITED STATES TREASURY INTERNAL REVENUE SERVICE | \$ | 199.01 |
| 2/5/2021 | 701777 UNITED WAY OF GREATER DULUTH | \$ | 35.00 |
| 2/5/2021 | 701778 WI SCTF | \$ | 1,209.26 |
| 2/5/2021 | 701779 MADISON NATIONAL LIFE INSURANCE CO INC | \$ | 20,453.77 |
| 2/8/2021 | 701780 AARP HEALTH CARE OPTIONS | \$ | 6,713.39 |
| 2/8/2021 | 701781 ACME TOOLS | \$ | 298.98 |
| 2/8/2021 | 701782 ACT - AMERICAN COLLEGE TESTING | \$ | 988.00 |
| 2/8/2021 | 701783 ALLIED TAXI | \$ | 68.00 |
| 2/8/2021 | 701784 AT&T WIRELESS | \$ | 5,492.29 |
| 2/8/2021 | 701785 AUNTY'S CHILDCARE | \$ | 648.00 |
| 2/8/2021 | 701786 BATTERIES PLUS 34 | \$ | 294.94 |
| 2/8/2021 | 701787 BLICK ART MATERIALS | \$ | 528.44 |
| 2/8/2021 | 701788 ELISABETH BRITTON | \$ | 80.00 |
| 2/8/2021 | 701789 BUFFALO-WASHINGTON ANGELA | \$ | 235.00 |
| 2/8/2021 | 701790 CADEAU THERESA | \$ | 80.00 |
| 2/8/2021 | 701791 CARLSON REFRIGERATION | \$ | 899.44 |
| 2/8/2021 | 701792 CHERNOV DYLAN | \$ | 210.00 |
| 2/8/2021 | 701793 CITY OF DULUTH FINANCE DEPT | \$ | 1,232.73 |
| 2/8/2021 | 701794 CITY OF RICE LAKE | \$ | 30.09 |
| 2/8/2021 | 701795 COMO LUBE AND SUPPLIES | \$ | 115.00 |
| 2/8/2021 | 701796 COSTIN GROUP INC | \$ | 3,000.00 |
| 2/8/2021 | 701797 DALCO | \$ | 3,608.78 |

| | | | |
|----------|--|----|------------|
| 2/8/2021 | 701798 DENNYS LAWN AND GARDEN | \$ | 105.14 |
| 2/8/2021 | 701799 DIGITAL SIGNUP DIVISION OF SOFTURA | \$ | 868.00 |
| 2/8/2021 | 701800 DULUTH LAWN AND SPORT | \$ | 170.30 |
| 2/8/2021 | 701801 EDUCATORS BENEFIT CONSULTANTS (DBA) AVIBEN | \$ | 12,643.50 |
| 2/8/2021 | 701802 FISHEL HEATHER | \$ | 160.00 |
| 2/8/2021 | 701803 GLOSSA GLOBAL TRANSLATIONS LLC ANNA PAPAIOANN | \$ | 70.00 |
| 2/8/2021 | 701804 GRAINGER W W INC | \$ | 241.52 |
| 2/8/2021 | 701805 GRAYBAR ELECTRIC CO | \$ | 1,951.62 |
| 2/9/2021 | 701805 GRAYBAR ELECTRIC CO | \$ | (1,951.62) |
| 2/8/2021 | 701806 GREAT LAKES OFFICE SOLUTIONS INC | \$ | 723.22 |
| 2/8/2021 | 701807 HAILEY SAULT HTK INC | \$ | 1,073.85 |
| 2/8/2021 | 701808 BRITTANY HALLSTROM | \$ | 171.18 |
| 2/8/2021 | 701809 HUDSON LEANNA | \$ | 2,304.00 |
| 2/8/2021 | 701810 INSIGHT PUBLIC SECTOR | \$ | 380.78 |
| 2/8/2021 | 701811 ISD 704 PROCTOR | \$ | 1,147.11 |
| 2/8/2021 | 701812 MARLYS JOHNSON | \$ | 775.00 |
| 2/8/2021 | 701813 LICHTY JOSEPH | \$ | 342.36 |
| 2/8/2021 | 701814 MAC TOOLS | \$ | 26.97 |
| 2/8/2021 | 701815 MEDICA | \$ | 26,212.00 |
| 2/8/2021 | 701816 MENARDS HERMANTOWN | \$ | 3.32 |
| 2/8/2021 | 701817 MENARDS SPIRIT VALLEY | \$ | 7.93 |
| 2/8/2021 | 701818 MID-STATE TRUCK SERVICE FORMERLY MANEY INTL | \$ | 307.97 |
| 2/8/2021 | 701819 MN ELEMENTARY SCHOOL PRINCIPALS ASSN (MESPA) | \$ | 225.00 |
| 2/8/2021 | 701820 NATIONAL HEAD START ASSOCIATION | \$ | 3,507.30 |
| 2/8/2021 | 701821 NCS PEARSON INC | \$ | 1,846.73 |
| 2/8/2021 | 701822 NORTHERN DOOR AND HARDWARE | \$ | 250.00 |
| 2/8/2021 | 701823 NORTHWOOD CHILDREN'S SERVICES | \$ | 14,848.43 |
| 2/8/2021 | 701824 PROBST VICKI | \$ | 80.00 |
| 2/8/2021 | 701825 RAINBOW RESOURCE CENTER | \$ | 327.86 |
| 2/8/2021 | 701826 REGENTS OF THE UNIVERSITY OF MINNESOTA | \$ | 988.32 |
| 2/8/2021 | 701827 RUPP ANDERSON SQUIRES & WALDSPURGER PA | \$ | 7,519.43 |
| 2/8/2021 | 701828 SHEFF SHELLEY | \$ | 252.62 |
| 2/8/2021 | 701829 SKYWARD INC | \$ | 1,200.00 |
| 2/8/2021 | 701830 SNYDER KAREN | \$ | 180.00 |
| 2/8/2021 | 701831 SOUTH CENTRAL SERVICE COOPERATIVE | \$ | 1,000.00 |
| 2/8/2021 | 701832 SUPER ONE FOODS 455 LAKESIDE | \$ | 328.85 |
| 2/8/2021 | 701833 SUPER ONE FOODS 457 PLAZA | \$ | 17.88 |
| 2/8/2021 | 701834 SUPER ONE FOODS 565 WEST DUL | \$ | 52.58 |
| 2/8/2021 | 701835 SWEETWATER SOUND INC | \$ | 699.99 |
| 2/8/2021 | 701836 SWIVL, INC | \$ | 1,262.00 |
| 2/8/2021 | 701837 TEAMWORKS INTERNATIONAL | \$ | 1,171.88 |
| 2/8/2021 | 701838 TUNED IN WITH CINDY | \$ | 747.00 |
| 2/8/2021 | 701839 TWIN PORT MAILING | \$ | 849.10 |
| 2/8/2021 | 701840 UNITED PARCEL SERVICE UPS | \$ | 45.42 |
| 2/8/2021 | 701841 VAN IWAARDEN ASSOCIATES | \$ | 3,000.00 |
| 2/8/2021 | 701842 VERIZON WIRELESS | \$ | 785.45 |
| 2/8/2021 | 701843 WASECA BIOMES | \$ | 535.00 |

| | | | |
|-----------|--|----|-------------|
| 2/8/2021 | 701844 WASTE MANAGEMENT OF NORTHERN MINNESOTA DIS | \$ | 5,452.40 |
| 2/8/2021 | 701845 WITHERSPOON SALAAM | \$ | 1,450.00 |
| 2/8/2021 | 701846 ZENITH AUTO GLASS CORP | \$ | 248.73 |
| 2/8/2021 | 701847 ANYA ZIRING | \$ | 160.00 |
| 2/9/2021 | 701848 GRAINGER W W INC | \$ | 40.05 |
| 2/9/2021 | 701849 GRAYBAR ELECTRIC CO | \$ | 1,911.57 |
| 2/10/2021 | 701850 MONT DU LAC SNOWPORTS LLC/LARRY PULKRABEK | \$ | 2,499.00 |
| 2/16/2021 | 701851 ACME TOOLS | \$ | 185.31 |
| 2/16/2021 | 701852 AG OBRIEN PLUMBING AND HEATING | \$ | 555.99 |
| 2/16/2021 | 701853 ASSETGENIE, INC | \$ | 2,710.00 |
| 2/17/2021 | 701853 AG PARTS EDUCATION | \$ | (2,710.00) |
| 2/16/2021 | 701854 AT&T WIRELESS | \$ | 2,497.78 |
| 2/16/2021 | 701855 AUTO VALUE | \$ | 636.97 |
| 2/16/2021 | 701856 BIMBO BAKERIES USA | \$ | 791.05 |
| 2/16/2021 | 701857 BLICK ART MATERIALS | \$ | 249.27 |
| 2/16/2021 | 701858 CARLSON REFRIGERATION | \$ | 663.81 |
| 2/16/2021 | 701859 CDW GOVERNMENT INC | \$ | 19,084.00 |
| 2/16/2021 | 701860 CENTURYLINK | \$ | 183.55 |
| 2/16/2021 | 701861 CHARTER COMMUNICATIONS | \$ | 15,645.00 |
| 2/17/2021 | 701861 CHARTER COMMUNICATIONS | \$ | (15,645.00) |
| 2/16/2021 | 701862 CLARITY INTERPRETING SERVICES LLC | \$ | 150.00 |
| 2/16/2021 | 701863 COMFORTSYSTEMS DULUTH PUBLIC UTILITIES | \$ | 77,957.10 |
| 2/16/2021 | 701864 COMO LUBE AND SUPPLIES | \$ | 115.00 |
| 2/16/2021 | 701865 CREATION STATION | \$ | 140.00 |
| 2/16/2021 | 701866 CRYSTEEL TRUCK EQUIPMENT | \$ | 1,427.11 |
| 2/16/2021 | 701867 DAKOTA TRUCK UNDERWRITERS | \$ | 47,527.00 |
| 2/16/2021 | 701868 DALCO | \$ | 2,663.22 |
| 2/16/2021 | 701869 DEMO-LICIOUS | \$ | 30.00 |
| 2/16/2021 | 701870 DULUTH COMMUNITY SCHOOL COLLABORATIVE | \$ | 3,996.00 |
| 2/16/2021 | 701871 DULUTH ENERGY SYSTEMS FORMERLY DULUTH STEAM | \$ | 10,485.26 |
| 2/16/2021 | 701872 DULUTH TIRE | \$ | 804.52 |
| 2/16/2021 | 701873 FARGO PUBLIC SCHOOLS | \$ | 654.57 |
| 2/16/2021 | 701874 FASTENAL COMPANY | \$ | 48.52 |
| 2/16/2021 | 701875 FOLLETT SCHOOL SOLUTIONS INC | \$ | 215.87 |
| 2/16/2021 | 701876 FRANCK ROBERT | \$ | 512.04 |
| 2/16/2021 | 701877 GARLAND DBS INC | \$ | 52,353.35 |
| 2/16/2021 | 701878 GRAINGER W W INC | \$ | 48.54 |
| 2/16/2021 | 701879 GRAYBAR ELECTRIC CO | \$ | 136.23 |
| 2/16/2021 | 701880 GREAT LAKES OFFICE SOLUTIONS INC | \$ | 432.78 |
| 2/16/2021 | 701881 HAWKINS WATER TREATMENT | \$ | 1,068.56 |
| 2/16/2021 | 701882 HILLYARD INC | \$ | 435.63 |
| 2/16/2021 | 701883 HOBART SALES AND SERVICE | \$ | 301.58 |
| 2/17/2021 | 701883 HOBART SALES AND SERVICE | \$ | (301.58) |
| 2/16/2021 | 701884 HOPE FOR KIDS CHILDCARE CENTER | \$ | 790.00 |
| 2/16/2021 | 701885 HUDSON LEANNA | \$ | 128.00 |
| 2/16/2021 | 701886 INSIGHT PUBLIC SECTOR | \$ | 477.49 |
| 2/16/2021 | 701887 KEMPS LLC | \$ | 12,685.17 |

| | | | |
|-----------|--|----|------------|
| 2/16/2021 | 701888 LEAF CAPITAL FUNDING LLC | \$ | 368.98 |
| 2/16/2021 | 701889 MANSEL PROPERTIES LLC | \$ | 725.00 |
| 2/16/2021 | 701890 MEDTOX LABORATORIES INC | \$ | 160.05 |
| 2/16/2021 | 701891 MENARDS HERMANTOWN | \$ | 157.60 |
| 2/16/2021 | 701892 MENARDS SPIRIT VALLEY | \$ | 155.64 |
| 2/16/2021 | 701893 MID-STATE TRUCK SERVICE FORMERLY MANEY INTL | \$ | 393.29 |
| 2/16/2021 | 701894 MN BUREAU OF CRIMINAL APPREHENSION | \$ | 800.00 |
| 2/16/2021 | 701895 MN POWER AND LIGHT CO | \$ | 84,375.65 |
| 2/16/2021 | 701896 MONTESSORI SCHOOL OF DULUTH | \$ | 220.16 |
| 2/16/2021 | 701897 MONTGOMERY JUSTINA | \$ | 255.33 |
| 2/16/2021 | 701898 NEXTERA COMMUNICATIONS | \$ | 1,805.04 |
| 2/16/2021 | 701899 NORTHERN DOOR AND HARDWARE | \$ | 10.25 |
| 2/16/2021 | 701900 PRACHAR JENNIFER | \$ | 912.00 |
| 2/16/2021 | 701901 SCHOOL NURSE SUPPLY INC | \$ | 786.35 |
| 2/16/2021 | 701902 SHEL/DON BUSINESS SOLUTIONS | \$ | 234.00 |
| 2/16/2021 | 701903 SKYWARD INC | \$ | 3,060.00 |
| 2/16/2021 | 701904 STAPLES TECHNOLOGY SOLUTIONS | \$ | 1,131.25 |
| 2/16/2021 | 701905 SUPER ONE FOODS 457 PLAZA | \$ | 34.08 |
| 2/16/2021 | 701906 SUPER ONE FOODS 565 WEST DUL | \$ | 76.90 |
| 2/16/2021 | 701907 TALX CORPORATION EQUIFAX | \$ | 382.88 |
| 2/16/2021 | 701908 UPPER LAKES FOODS INC | \$ | 53,075.12 |
| 2/16/2021 | 701909 VOYAGEUR BUS CO CONTRACT PAYMENT | \$ | 181,697.54 |
| 2/16/2021 | 701910 WESTERN LAKE SUPERIOR SANITARY DISTRICT | \$ | 40.00 |
| 2/17/2021 | 701911 AG PARTS EDUCATION | \$ | 2,710.00 |
| 2/17/2021 | 701912 CHARTER COMMUNICATIONS | \$ | 15,545.00 |
| 2/17/2021 | 701913 HOBART SALES AND SERVICE | \$ | 301.58 |
| 2/19/2021 | 701914 Christenson, Paul D | \$ | 1,123.07 |
| 2/19/2021 | 701915 EDUCATION MINNESOTA | \$ | 30.94 |
| 2/19/2021 | 701916 EDUCATION MN INTEGRATION SPECIALISTS LOCAL 737 | \$ | 215.18 |
| 2/19/2021 | 701917 GURSTEL STALOCH & CHARGO ATTORNEYS FOR JUDGM | \$ | 13.33 |
| 2/19/2021 | 701917 GURSTEL STALOCH & CHARGO ATTORNEYS FOR JUDGM | \$ | (13.33) |
| 2/19/2021 | 701918 MESSERLI & KRAMER | \$ | 540.14 |
| 2/19/2021 | 701918 MESSERLI & KRAMER | \$ | (540.14) |
| 2/19/2021 | 701919 NCPERS MINNESOTA - 138222 GROUP LIFE INS C/O ME | \$ | 208.00 |
| 2/19/2021 | 701920 RIVERVIEW LAW OFFICE PLLC | \$ | 211.40 |
| 2/19/2021 | 701921 UNITED STATES TREASURY INTERNAL REVENUE SERVI | \$ | 434.33 |
| 2/19/2021 | 701922 UNITED WAY OF GREATER DULUTH | \$ | 35.00 |
| 2/19/2021 | 701923 WI SCTF | \$ | 1,209.26 |
| 2/19/2021 | 701924 Ryme, Emily M | \$ | 1,248.96 |
| 2/19/2021 | 701925 Somppi, Michael R | \$ | 1,387.19 |
| 2/19/2021 | 701926 MESSERLI & KRAMER | \$ | 530.51 |
| 2/22/2021 | 701927 AUTO VALUE | \$ | 302.26 |
| 2/22/2021 | 701928 BLOTTI JOHN | \$ | 9,007.68 |
| 2/22/2021 | 701929 ELISABETH BRITTON | \$ | 160.00 |
| 2/22/2021 | 701930 CDW GOVERNMENT INC | \$ | 5,466.00 |
| 2/22/2021 | 701931 CREATION STATION | \$ | 160.00 |
| 2/22/2021 | 701932 DALCO | \$ | 1,672.28 |

| | | | |
|-----------|--|----|-----------|
| 2/22/2021 | 701933 DULUTH AREA CHAMBER OF COMMERCE | \$ | 75.00 |
| 2/22/2021 | 701934 GENERAL PARTS LLC | \$ | 954.45 |
| 2/22/2021 | 701935 GOPHERMODS | \$ | 99.00 |
| 2/22/2021 | 701936 GRAINGER W W INC | \$ | 32.04 |
| 2/22/2021 | 701937 GUARDIAN PEST SOLUTIONS INC | \$ | 50.00 |
| 2/22/2021 | 701938 HILLYARD INC | \$ | 178.00 |
| 2/22/2021 | 701939 HOLIDAY STATIONSTORES INC | \$ | 1,815.61 |
| 2/22/2021 | 701940 BLANCHE KANGAS | \$ | 274.74 |
| 2/22/2021 | 701941 ELEANOR KRAKER | \$ | 797.48 |
| 2/22/2021 | 701942 LAKEVIEW CHRISTIAN ACADEMY | \$ | 1,895.88 |
| 2/22/2021 | 701943 KORESH LAKHAN | \$ | 504.00 |
| 2/22/2021 | 701944 LAWSON PRODUCTS INC | \$ | 641.19 |
| 2/22/2021 | 701945 LIBERTY MUTUAL INSURANCE | \$ | 37,374.42 |
| 2/22/2021 | 701946 MARCO TECHNOLOGIES LLC | \$ | 5,767.00 |
| 2/22/2021 | 701947 MCNUMEE EMMA | \$ | 80.00 |
| 2/22/2021 | 701948 MEDICA | \$ | 12,635.00 |
| 2/22/2021 | 701949 MENARDS SPIRIT VALLEY | \$ | 406.34 |
| 2/22/2021 | 701950 MICKELSON CONSULTING LLC LARAIN LYNN MICKELSC | \$ | 260.00 |
| 2/22/2021 | 701951 NASCO | \$ | 5.60 |
| 2/22/2021 | 701952 OFFICE OF MN IT SERVICES TECHNOLOGY SHARED SERV | \$ | 1,218.84 |
| 2/22/2021 | 701953 MELVERN OLSON | \$ | 224.22 |
| 2/22/2021 | 701954 PB DISTRIBUTING INC PHIL'S GARAGE DOOR SERVICE | \$ | 166.50 |
| 2/22/2021 | 701955 RAINBOW RESOURCE CENTER | \$ | 308.50 |
| 2/22/2021 | 701956 RYAN COMPANY INCORPORATED | \$ | 369.02 |
| 2/22/2021 | 701957 SHEL/DON BUSINESS SOLUTIONS | \$ | 177.00 |
| 2/22/2021 | 701958 SIR BENEDICT'S | \$ | 174.85 |
| 2/22/2021 | 701959 SOURCES OF STRENGTH | \$ | 9,000.00 |
| 2/22/2021 | 701960 SPIRIT OF THE LAKE COMMUNITY SCHOOL | \$ | 548.67 |
| 2/22/2021 | 701961 DONNA STEWART | \$ | 1,196.22 |
| 2/22/2021 | 701962 SULLIVAN SR MICHAEL D | \$ | 800.00 |
| 2/22/2021 | 701963 THYSSENKRUPP ELEVATOR CORP | \$ | 295.50 |
| 2/22/2021 | 701964 VOYAGEUR BUS CO | \$ | 1,974.35 |
| 2/22/2021 | 701965 VOYAGEUR BUS CO CONTRACT PAYMENT | \$ | 6,223.14 |
| 2/22/2021 | 701966 WINCHESTER PIANO SERVICE DAVE WINCHESTER | \$ | 351.00 |
| 2/22/2021 | 701967 ANYA ZIRING | \$ | 160.00 |
| 2/26/2021 | 701968 READING PLUS LLC | \$ | 11,600.00 |
| 2/26/2021 | 701969 Hoffman, Claire E | \$ | 1,557.88 |

Report Total \$ 1,161,240.93

February 2021 Student Activity Expenditures

| Site | Date | Payee | Check # | Amount | Description | Account No. | Object |
|-------------------------|-------------|-------------------------|---------|-----------|-------------------------------|-------------------|---------------------------|
| ALC | No Activity | | | | | | |
| Congdon Park Elementary | 2/3/2021 | Marshall Hardware | 2867 | \$ 276.90 | Kitchen supplies for Covid | General Fund | Supplies |
| Denfeld High School | 2/2/2021 | Region 7AA | 29335 | \$100.00 | One Act tourn. entry | Athletic Fund | Entry Fees Paid |
| Denfeld High School | 2/2/2021 | Woodbury Speech Boost | 29336 | \$97.00 | Tourn. registration | Speech | Entry Fees Paid |
| Denfeld High School | 2/2/2021 | National Speech and Det | 29337 | \$230.00 | awards for tournament | Debate | Supplies |
| Denfeld High School | 2/2/2021 | Jill Lofald | 29338 | \$185.76 | speech comp supply | Speech | Supplies |
| Denfeld High School | 2/2/2021 | Northern Business Produ | 29339 | \$145.21 | labeler | Guidance | Supplies |
| Denfeld High School | 2/2/2021 | Darren Sheldon | 29340 | \$79.00 | G BBall ref | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/2/2021 | Tim Bott | 29341 | \$79.00 | G bball ref 1/29 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/2/2021 | Kara Gilbert | 29342 | \$55.00 | Reimburse exam fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Kevin Unver | 29343 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Daniel Atkins | 29344 | \$5.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Anna Ferguson | 29345 | \$5.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Andrea Larson | 29346 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Geri Saari | 29347 | \$46.56 | testing supplies | Advance Placement | Entry Fees Paid |
| Denfeld High School | 2/2/2021 | Jody Christensen | 29348 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Darcy Redenbaugh | 29349 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Emily Norman | 29350 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Mandy Lacy | 29351 | \$5.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Annie Bloomquist | 29352 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Jody Anderson | 29353 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Michelle Kilroy | 29354 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Tamaras Prowell | 29355 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Ruth Jimenez | 29356 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Amy Fossum | 29357 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Veronica Archambeau | 29358 | \$20.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Jenifer Swingley | 29359 | \$5.00 | reimb. for testing fee | Advance Placement | Entry Fees Paid |
| Denfeld High School | 2/2/2021 | Maria Walter | 29360 | \$5.00 | reimb. for testing fee | Advance Placement | Testing Fees |
| Denfeld High School | 2/2/2021 | Region 7AA | 29361 | \$20.00 | Sec 5 Debate entry | Athletic Fund | Entry Fees Paid |
| Denfeld High School | 2/4/2021 | Leah McNeil | 29362 | \$549.99 | Reimburse refrigerator | Grant Account | Supplies |
| Denfeld High School | 2/4/2021 | Pasha Kahn | 29363 | \$141.04 | supplies, wax | Nordic Ski | Supplies |
| Denfeld High School | 2/5/2021 | Michael Schmidt | 29364 | \$79.00 | Bball ref 2/2 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/5/2021 | Bob Sawyer | 29365 | \$79.00 | BBall ref 2/2 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/5/2021 | Craig Lipinski | 29366 | \$79.00 | BBall ref 2/4 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/5/2021 | Gregg Perich | 29367 | \$79.00 | B BBall ref 2/4 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/5/2021 | Zach Freeman | 29368 | \$79.00 | B bball ref 2/4 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/5/2021 | Gary Peterson | 29369 | \$120.00 | B BBall ref 2/4 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/5/2021 | Jeremy Uecker | 29370 | \$120.00 | B BBall ref 2/4 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/5/2021 | Leah Hamm | 29371 | \$500.00 | reimbursement for calculators | Grant Account | Supplies |
| Denfeld High School | 2/9/2021 | ISD 709 | 29383 | \$965.25 | Concession manager Maciver | PSS | Contracted Services |

February 2021 Student Activity Expenditures

| Site | Date | Payee | Check # | Amount | Description | Account No. | Object |
|---------------------|-----------|---------------------------|---------|------------|--------------------------------|------------------|---------------------------|
| Denfeld High School | 2/9/2021 | ISD 709 | 29383 | \$965.25 | Concession Manager Shea | PSS | Contracted Services |
| Denfeld High School | 2/9/2021 | Advantage Emblem and | 29384 | \$604.00 | Automotive work shirts | Grant Account | Supplies |
| Denfeld High School | 2/9/2021 | Adair Ballavance | 29385 | \$176.29 | gatorade/pizza | Basketball-Girls | Supplies |
| Denfeld High School | 2/9/2021 | MSHSL | 29386 | \$9,000.00 | MSHSL covid invoice | Athletic Fund | Dues and Memberships |
| Denfeld High School | 2/9/2021 | Jill Lofald | 29387 | \$217.75 | hot spot | Speech | Supplies |
| Denfeld High School | 2/9/2021 | Jill Lofald | 29387 | \$106.04 | mailing | Debate | Supplies |
| Denfeld High School | 2/9/2021 | Kyle Schulze | 29388 | \$98.00 | hockey ref 1/22 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/9/2021 | Kyle Schulze | 29388 | \$98.00 | hockey ref 1/25 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/9/2021 | Scott Patten | 29389 | \$98.00 | G hockey ref 1/25 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/9/2021 | Alan Van Loon | 29390 | \$158.00 | G hockey ref 1/22 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/9/2021 | Pete Jouppi | 29391 | \$98.00 | G hockey ref 1/22 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/9/2021 | Allie J. Pasch | 29392 | \$79.00 | G hockey ref 1/21 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/9/2021 | Preston Leevi Warren | 29393 | \$79.00 | G Hockey ref 1/25 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/9/2021 | Preston Leevi Warren | 29393 | \$98.00 | G. Hockey ref 1/25 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/16/2021 | Kittelson Marketing Co In | 29394 | \$648.00 | Butter braids | Basketball-Girls | Materials for Resale |
| Denfeld High School | 2/16/2021 | Giants Ridge | 29395 | \$190.00 | Nordic Ski race | Athletic Fund | Entry Fees Paid |
| Denfeld High School | 2/16/2021 | Michael Pilon | 29396 | \$79.00 | G Bball ref 2/11 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/16/2021 | Kyle Gilbertson | 29397 | \$79.00 | G Bball ref 2/11 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/16/2021 | Tyler Erzar | 29398 | \$79.00 | G Bball ref 2/11 | Athletic Fund | Contracted Services-Girls |
| Denfeld High School | 2/16/2021 | Kiwanis Youth Programs | 29399 | \$225.00 | Key Club dues | Key Club | Dues and Memberships |
| Denfeld High School | 2/16/2021 | Jessica Anderson | 29400 | \$26.35 | Scholarship mailing | Guidance | Postage |
| Denfeld High School | 2/16/2021 | Jamie Pogatchnik | 29401 | \$60.00 | B Bball ref 2/12 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/16/2021 | Michael Schmidt | 29402 | \$60.00 | B Bball ref 2/12 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/16/2021 | Tim Bott | 29403 | \$60.00 | B Bball ref 2/12 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/16/2021 | Brad Emanuel | 29404 | \$79.00 | B Bball ref 2/12 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/16/2021 | Paul Raj | 29405 | \$79.00 | B Bball ref 2/12 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/24/2021 | BSN Sports Inc | 29406 | \$483.00 | B Bball comp/apparel | Athletic Fund | Athletic Supplies-Boys |
| Denfeld High School | 2/24/2021 | BSN Sports Inc | 29406 | \$26.00 | lady essential tee | Athletic Fund | Athletic Supplies-Girls |
| Denfeld High School | 2/24/2021 | Hermantown ISD #700 | 29407 | \$300.00 | Dance team comp 2/15 | Athletic Fund | Entry Fees-Girls |
| Denfeld High School | 2/24/2021 | Matthew Grammer | 29408 | \$72.00 | partial refund for game ticket | Athletic Fund | Athletic Supplies |
| Denfeld High School | 2/24/2021 | Duluth Screen Printing Cr | 29409 | \$503.50 | Team Jersey printing | Athletic Fund | Athletic Supplies-Girls |
| Denfeld High School | 2/24/2021 | Jill Lofald | 29410 | \$688.12 | competition/supplies | Speech | Supplies |
| Denfeld High School | 2/24/2021 | Jill Lofald | 29410 | \$185.08 | speech team tech comp needs | Speech | Supplies |
| Denfeld High School | 2/24/2021 | Appleton East Forensics | 29411 | \$10.00 | Registration for tourn. | Speech | Entry Fees Paid |
| Denfeld High School | 2/24/2021 | Hibbing High School Spe | 29412 | \$36.00 | Registration for tourn. | Speech | Entry Fees Paid |
| Denfeld High School | 2/24/2021 | Forest Lake Speech | 29413 | \$49.00 | Registration for tourn. | Speech | Entry Fees Paid |
| Denfeld High School | 2/24/2021 | Darren Sheldon | 29414 | \$79.00 | B Bball ref 2/12 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/24/2021 | Shawn Houser | 29415 | \$79.00 | B hockey ref 2/18 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/24/2021 | Alan Van Loon | 29416 | \$79.00 | hockey ref 2/18 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/24/2021 | Jamie Pogatchnik | 29417 | \$60.00 | B Bball ref 2/23 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/24/2021 | Hunter Sjoberg | 29418 | \$60.00 | B bball ref 2/23 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/24/2021 | Aaron Weber | 29419 | \$60.00 | Bball ref 2/23 | Athletic Fund | Contracted Services-Boys |

February 2021 Student Activity Expenditures

| Site | Date | Payee | Check # | Amount | Description | Account No. | Object |
|---------------------|-----------|-------------------------|---------|-------------|----------------------------|--------------------|---------------------------|
| Denfeld High School | 2/24/2021 | Timothy Holmstrom | 29420 | \$79.00 | B Bball ref 2/23 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/24/2021 | Steve Knutson | 29421 | \$79.00 | B bball ref 2/23 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/24/2021 | Thomas ONeill | 29422 | \$79.00 | B Bball ref 2/23 | Athletic Fund | Contracted Services-Boys |
| Denfeld High School | 2/25/2021 | Krista Hill | 29423 | \$63.37 | crowns for Athletic court | Student Council | Supplies |
| East High School | 2/2/2021 | Custom Ink | 63643 | \$1,266.25 | Amatuzio Shirts | East Association | Supplies |
| East High School | 2/3/2021 | Schubitzke, Lily | 63644 | \$100.00 | PSAT Proctor Payment | Advance Placement | Contracted Services |
| East High School | 2/3/2021 | ISD 709 - Print Shop | 63645 | \$214.35 | Junior Mailing | Guidance | Printing |
| East High School | 2/3/2021 | Stewart Taylor Printing | 63646 | \$150.25 | pool records update | Field/Track Rental | Supplies |
| East High School | 2/3/2021 | Amazon | 63647 | \$77.11 | office supplies | Athletic Fund | Supplies |
| East High School | 2/3/2021 | Culligan | 63648 | \$33.29 | office water | General Fund | Supplies |
| East High School | 2/3/2021 | Region 7AA | 63649 | \$20.00 | Debate - State entry fee | Athletic Fund | Entry Fees Paid |
| East High School | 2/3/2021 | Region 7AA | 63649 | \$100.00 | One Act Final | Athletic Fund | Entry Fees Paid |
| East High School | 2/3/2021 | Region 7AA | 63649 | \$100.00 | One Act Prelim | Athletic Fund | Entry Fees Paid |
| East High School | 2/3/2021 | Big Frog | 63650 | \$242.00 | shirts | Drama | Uniform |
| East High School | 2/3/2021 | Northey, Carter | 63651 | \$120.00 | BBB v Hibbing 1.29 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/3/2021 | Schultz, Ethan | 63652 | \$60.00 | GBB v Cloquet 1.27 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Schultz, Ethan | 63652 | \$60.00 | GBB v Superior 2.2 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Weigand, Kurtis | 63653 | \$120.00 | BBB v Hibbing 1.29 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/3/2021 | Freeman, Zach | 63654 | \$79.00 | BBB v Hibbing 1.29 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/3/2021 | Stukel, Andy | 63655 | \$79.00 | BBB v Hibbing 1.29 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/3/2021 | Trevena, Brad | 63656 | \$79.00 | B Swim v I Falls 1.29 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/3/2021 | Karnas, Jim | 63657 | \$79.00 | BBB v Hibbing 1.29 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/3/2021 | Splinter, Jim | 63658 | \$79.00 | B Swim v I Falls 1.29 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/3/2021 | Gallus, Clayton | 63659 | \$60.00 | GBB v Cloquet 1.27 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Bashaw, Edwin | 63660 | \$60.00 | GBB v Cloquet 1.27 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Bott, Tim | 63661 | \$60.00 | GBB v Cloquet 1.27 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Siljendahl, Eric | 63662 | \$79.00 | GBB v Cloquet 1.27 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Perich, Gregg | 63663 | \$79.00 | GBB v Cloquet 1.27 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Kosey, Ray | 63664 | \$79.00 | GBB v Cloquet 1.27 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Sjoberg, Hunter | 63665 | \$60.00 | GBB v Superior 2.2 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Knutson, Steve | 63666 | \$79.00 | GBB v Superior 2.2 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | Holmstrom, Timothy | 63667 | \$79.00 | GBB v Superior 2.2 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/3/2021 | O'Neill, Thomas | 63668 | \$79.00 | GBB v Superior 2.2 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/10/2021 | Kemp, Heather | 63669 | \$622.25 | Team Apparel Reimbursement | Nordic Ski | Supplies |
| East High School | 2/10/2021 | Kruger, Ty | 63670 | \$10.86 | Supply Reimbursement | Student Council | Supplies |
| East High School | 2/10/2021 | Imtiaz, Nahiba | 63671 | \$317.33 | supply reimbursement | Student Council | Supplies |
| East High School | 2/10/2021 | Grimsbly, Jonathon | 63672 | \$650.22 | Microphone reimbursement | Music Dept | Supplies |
| East High School | 2/10/2021 | Johnson, Jarrett | 63673 | \$60.00 | G BB v Marshall 2.4.21 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/10/2021 | MSHSL | 63674 | \$11,000.00 | 2020-2021 Membership Dues | Athletic Fund | Dues and Memberships |
| East High School | 2/10/2021 | Mackner, Allisa | 63675 | \$187.96 | Coaches Dues Reimbursement | Athletic Fund | Dues and Memberships |
| East High School | 2/10/2021 | Liebaert, Andrew | 63676 | \$98.00 | B Hockey v Cloquet 2.1 | Athletic Fund | Contracted Services-Boys |

February 2021 Student Activity Expenditures

| Site | Date | Payee | Check # | Amount | Description | Account No. | Object |
|------------------|-----------|---------------------------|---------|----------|---------------------------------|---------------|---------------------------|
| East High School | 2/10/2021 | Bates, Kyle | 63677 | \$79.00 | B Hockey v Cloquet 2.1 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/10/2021 | Biondich, Nicholas | 63678 | \$98.00 | B Hockey v Cloquet 2.1 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/10/2021 | Kangas, Kevin | 63679 | \$79.00 | B Hockey v Brainerd 1.26 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/10/2021 | Olson, Brent | 63680 | \$79.00 | B Hockey v Cloquet 2.1 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/10/2021 | Reuter, Brad | 63681 | \$79.00 | B Hockey v Cloquet 2.1 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/10/2021 | Mudrak, Kevin | 63682 | \$79.00 | B Hockey V Brainerd | Athletic Fund | Contracted Services-Boys |
| East High School | 2/10/2021 | Erzar, Tyler | 63683 | \$79.00 | G BB v Marshall 2.4.21 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/10/2021 | Stewart, Monte | 63684 | \$79.00 | G BB v Marshall 2.4.21 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/10/2021 | Sawyer, Bob | 63685 | \$139.00 | G BB v Marshall 2.4.21 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/10/2021 | Jones, Greg | 63686 | \$247.75 | drama supplies | Drama | Supplies |
| East High School | 2/10/2021 | Jones, Greg | 63686 | \$262.04 | speech supplies | Speech | Supplies |
| East High School | 2/10/2021 | ISD 544 | 63687 | \$90.00 | Entry Fee | Speech | Entry Fees Paid |
| East High School | 2/24/2021 | Rudolph, John | 63688 | \$99.82 | supply reimbursement | Duluth FFA | Supplies |
| East High School | 2/24/2021 | Knettel, Cliff | 63689 | \$153.88 | ordean pool supplies reimburse | Athletic Fund | Supplies |
| East High School | 2/24/2021 | Northeast Service Coop | 63690 | \$935.00 | East HS K Bowl Tournament Fee | General Fund | Entry Fees Paid |
| East High School | 2/24/2021 | Locker, Derek | 63691 | \$40.00 | reimb - tix 4 games \$5, 2 spec | Athletic Fund | Refund Athletic Tickets |
| East High School | 2/24/2021 | Hermantown ISD 700 | 63692 | \$150.00 | Entry Fee Dance 2.15 | Athletic Fund | Entry Fees-Girls |
| East High School | 2/24/2021 | Hermantown ISD 700 | 63692 | \$150.00 | Entry Fee Dance 2.19 | Athletic Fund | Entry Fees-Girls |
| East High School | 2/24/2021 | Stewart Taylor Company | 63693 | \$45.00 | 1000 point signs for gym | Athletic Fund | Supplies |
| East High School | 2/24/2021 | Denfeld Activities Office | 63694 | \$100.00 | Ent Fee Proctor Nordic to DHS | Nordic Ski | Entry Fees Paid |
| East High School | 2/24/2021 | CEC Nordic Ski | 63695 | \$550.00 | Entry Fee 2.4 and 2.16 | Athletic Fund | Entry Fees Paid |
| East High School | 2/24/2021 | UMD Print Shop | 63696 | \$33.02 | One Act Posters | Drama | Printing |
| East High School | 2/24/2021 | Hibbing High School Spe | 63697 | \$120.00 | Speech meet fees | Speech | Entry Fees Paid |
| East High School | 2/24/2021 | Advantage | 63698 | \$200.00 | masks | Speech | Supplies |
| East High School | 2/24/2021 | Stukel, Andy | 63699 | \$139.00 | G BB v GRapids | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Ecklund, Anthony | 63700 | \$59.00 | GBB V Hibbing | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Lew, Dane | 63701 | \$60.00 | B BB V esko 2.10 | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Lew, Dane | 63701 | \$59.00 | G BB V Hibbing 2.11 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Erickson, Matthew | 63702 | \$79.00 | G BB V Hibbing 2.11 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Siljendahl, Eric | 63703 | \$79.00 | G BB V Hibbing 2.11 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Emanuel, Brad | 63704 | \$79.00 | G BB V Hibbing 2.11 | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Bott, Tim | 63705 | \$60.00 | G BB V Esko | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Bott, Tim | 63705 | \$60.00 | G BB v GRapids | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Pilon, Michael | 63706 | \$60.00 | b BB V Esko | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Gallus, Clayton | 63707 | \$60.00 | B BB V Esko | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Sislo, Andy | 63708 | \$79.00 | B BB V Esko | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Sawyer, Bob | 63709 | \$79.00 | B BB V Esko | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Porter, Jordan | 63710 | \$60.00 | G BB v GRapids | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Porter, Jordan | 63710 | \$120.00 | G BB v Superior | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Kosey, Ray | 63711 | \$79.00 | b bb v esko | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Kosey, Ray | 63711 | \$79.00 | g bb v g rapids | Athletic Fund | Contracted Services-Girls |
| East High School | 2/24/2021 | Finnerty, Jay | 63712 | \$139.00 | g bb v g rapids | Athletic Fund | Contracted Services-Boys |

February 2021 Student Activity Expenditures

| Site | Date | Payee | Check # | Amount | Description | Account No. | Object |
|----------------------------|-------------|---------------------------|---------|-------------|--------------------------------|-------------------------|--------------------------|
| East High School | 2/24/2021 | Lipinski, Craig | 63713 | \$79.00 | b bb v cambridge | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Perich, Gregg | 63714 | \$79.00 | B BB v Cambridge | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Balow, Jordan | 63715 | \$60.00 | b bb v cambridge | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Sjoberg, Hunter | 63716 | \$60.00 | B BB v Cambridge | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Weber, Aaron | 63717 | \$60.00 | b bb v cambridge | Athletic Fund | Contracted Services-Boys |
| East High School | 2/24/2021 | Johnson, Jarrett | 63718 | \$60.00 | B BB v Cambridge | Athletic Fund | Contracted Services-Boys |
| Laura MacArthur Elementary | 2/25/2021 | KeyZone | 5614 | \$ 820.00 | Refund - Karen Hanka | General Fund | Refund Key Zone |
| Lester Park Elementary | No Activity | | | | | | |
| Lincoln Park Middle School | 2/1/2021 | Math Masters | 7351 | \$ 85.00 | Tests/Registration | Math Masters | Supplies |
| Lincoln Park Middle School | 2/1/2021 | VOID | 7352 | | | | |
| Lincoln Park Middle School | 2/5/2021 | ISD709 | 7353 | \$ 2,500.00 | Essentia For Food Shelf | Healthy Kids | Supplies |
| Myers-Wilkins Elem School | 2/8/2021 | Math Masters | 3670 | \$ 85.00 | Team Registration Fee | Fifth Grade | Entry Fees Paid |
| Myers-Wilkins Elem School | 2/8/2021 | Katie Dols | 3671 | \$ 97.95 | Supply Purchase Reimb | General Fund | Supplies |
| Myers-Wilkins Elem School | 2/8/2021 | Scholastic Book Clubs | 3672 | \$ 1,267.50 | Book Order for Students | Books for Sale | Supplies |
| Myers-Wilkins Elem School | 2/9/2021 | Mary Dragich | 3673 | \$ 62.57 | Supply Purchase Reimb | Books for Sale | Supplies |
| Myers-Wilkins Elem School | 2/25/2021 | PNC Bank | 3674 | \$ 74.10 | Book Order for Students | Books for Sale | Supplies |
| Ordean East Middle School | No Activity | | | | | | |
| Piedmont Elementary | 2/17/2021 | Global Vending Grp Inc | 6641 | \$ 297.64 | Bookworm Vending Machine | Principals Fund | Supplies |
| Stowe Elementary | 2/3/2021 | Mont du Lac | 6175 | \$ 1,050.00 | Mont du Lac student skiing | Discretionary Donations | Field Trip Admissions |
| Stowe Elementary | 2/5/2021 | ISD709 | 6179 | \$ 403.60 | Mont du Lac student skiing | Discretionary Donations | Transportation |
| Stowe Elementary | 2/5/2021 | Brenda VanDell | 6180 | \$ 356.82 | Get kids outdrs grants-ponchos | Discretionary Donations | Supplies |
| Stowe Elementary | 2/9/2021 | Follett Library Resources | 6181 | \$ 81.26 | Library book purchase | Library/Media | Instructional Supplies |

**Duluth Public Schools
Budget Revisions Fiscal Year Ending June 30, 2021
Period Ending February 28, 2021**

| Revenues | <u>General-U</u> | <u>General-R</u> | <u>Food Service</u> | <u>Transport</u> | <u>Community Services</u> | <u>Capital Expenditure</u> | <u>Building Construction</u> | <u>Debt Service</u> | <u>Trust</u> | <u>Internal Service</u> | <u>Student Activities</u> | <u>Total</u> |
|------------------------------|-------------------------|-------------------------|--------------------------------|-------------------------|--------------------------------------|---------------------------------------|---|--------------------------------|---------------------|------------------------------------|--------------------------------------|---------------------|
| Revised Budget 01/31/2021 | \$84,064,667 | \$22,661,647 | \$4,293,000 | \$6,564,573 | \$8,069,064 | \$5,262,027 | \$0 | \$21,798,286 | \$258,575 | \$917,000 | \$1,341,256 | \$155,230,095 |
| State Aid Reduction | (500,000) | (300,000) | | | | | | | | | | (800,000) |
| Tuition Revenue Reduction | (200,000) | | | | | | | | | | | (200,000) |
| Perkins Grant Reduction | | (176,396) | | | | | | | | | | (176,396) |
| Title III Adjustment | | 25,801 | | | | | | | | | | 25,801 |
| Northland Reading Plus Grant | | 5,000 | | | | | | | | | | 5,000 |
| Head Start Adjustment | | | | | 110,763 | | | | | | | 110,763 |
| Nonpublic Aid Adj | | | | | 9,304 | | | | | | | 9,304 |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| Revised Budget, 02/28/2021 | \$83,364,667 | \$22,216,052 | \$4,293,000 | \$6,564,573 | \$8,189,131 | \$5,262,027 | \$0 | \$21,798,286 | \$258,575 | \$917,000 | \$1,341,256 | \$154,204,567 |

Duluth Public Schools
 Budget Revisions Fiscal Year Ending June 30, 2021
 Period Ending February 28, 2021

| Expenditures | <u>General-U</u> | <u>General-R</u> | <u>Food Service</u> | <u>Transport</u> | <u>Community Services</u> | <u>Capital Expenditure</u> | <u>Building Construction</u> | <u>Debt Service</u> | <u>Trust</u> | <u>Internal Service</u> | <u>Student Activities</u> | <u>Total</u> |
|------------------------------|-------------------------|-------------------------|----------------------------|-------------------------|----------------------------------|-----------------------------------|-------------------------------------|----------------------------|---------------------|--------------------------------|----------------------------------|---------------------|
| Revised Budget 01/31/2021 | \$81,191,659 | \$22,795,906 | \$4,433,337 | \$6,651,540 | \$8,456,009 | \$7,934,361 | \$0 | \$21,506,300 | \$250,000 | \$917,000 | \$1,341,256 | \$155,477,368 |
| State Aid Reduction | | | | (1,000,000) | | | | | | | | (1,000,000) |
| Perkins Grant Reduction | | (176,396) | | | | | | | | | | (176,396) |
| Title III Adjustment | | 25,801 | | | | | | | | | | 25,801 |
| Northland Reading Plus Grant | | 5,000 | | | | | | | | | | 5,000 |
| Head Start Adjustment | | | | | 110,763 | | | | | | | 110,763 |
| Nonpublic Aid Adj | | | | | 9,304 | | | | | | | 9,304 |
| Operating Capital Carryover | | | | | | 50,352 | | | | | | 50,352 |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| | | | | | | | | | | | | - |
| Revised Budget, 02/28/2021 | \$81,191,659 | \$22,650,311 | \$4,433,337 | \$5,651,540 | \$8,576,076 | \$7,984,713 | \$0 | \$21,506,300 | \$250,000 | \$917,000 | \$1,341,256 | \$154,502,192 |
| Operating Transfers - in | | | | | | 2,672,334 | | | | | | \$2,672,334 |
| Operating Transfers - out | (2,672,334) | | | | | | | | | | | (\$2,672,334) |
| Net | (\$499,326) | (\$434,259) | (\$140,337) | \$913,033 | (\$386,945) | (\$50,352) | \$0 | \$291,986 | \$8,575 | \$0 | \$0 | (\$297,625) |

ISD 709 - Duluth Public Schools
GF Investment Activity for FY21
As of February 28, 2021

Beginning Investment Balance (January 31, 2021) \$ **4,224,304.63**

Add Purchases:

| Date | Issuer | Broker | Matures | Yield (YTM) | |
|-----------|----------------------|--------|-----------|----------------|-----------------|
| 2/25/2021 | MN Trust Term Series | MNT | 3/25/2021 | 0.06% | \$ 5,000,000.00 |

Total Purchases \$ **5,000,000.00**

Deduct Maturities/Calls/Sales:

| Date | Issuer | Broker | Matures | Yield (YTM) | |
|-----------|----------------------|--------|-----------|----------------|-----------------|
| 2/25/2021 | MN Trust Term Series | MBS | 2/25/2021 | 0.06% | \$ 4,000,000.00 |

Total Maturities \$ **4,000,000.00**

Other items:

| | | | | | |
|------|-----------------------------|--|--|--|---------|
| Add: | Money Market Funds Interest | | | | \$ 0.17 |
| | Beginning Value Adjustment | | | | |
| | Service Charge Fee Reversed | | | | |

| | | | | | |
|---------|--|--|--|--|--|
| Deduct: | Transaction Fees/Service Charge/Other | | | | |
| | Market Value Adjustment-Adjust for Cost Basis | | | | |
| | Duplicate Interest Payment entered - Reverse out | | | | |

Total Other \$ **0.17**

Ending Investment Balance (February 28, 2021) \$ **5,224,304.80**

Note: Ending Investment Balance as of February 28, 2020 was \$472,354.19

**Fundraisers Reported
March 2021**


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

| School | Organization Fundraising | Estimated Profit | Description of Fundraiser |
|---------------|---------------------------------|-------------------------|----------------------------------|
| Denfeld | Softball | \$3,000.00 | Cookie dough sales |
| East | Girls Tennis | \$1,500.00 | Flower sales |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Memorandum

To: **Jill Lofald**
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: **David J. Spooner** 
Manager of Facilities

Date: **April 8, 2021**

Re: **BID #1292 – Duluth Preschool's Nature Playscape - Laura MacArthur, Myers-Wilkins, and Piedmont Elementary Schools - Terra Bella Landscaping**

Attached please find three (3) copies of the Agreement between **Terra Bella Landscaping** and ISD #709 to provide the scope of work defined in **BID #1292 – Duluth Preschool's Nature Playscape - Laura MacArthur, Myers-Wilkins, and Piedmont Elementary Schools** project. The total cost of this work is not to exceed the sum of \$177,150.00.

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, enter into an agreement with **Terra Bella Landscaping** to perform the work scope as defined in the attached Agreement for a not to exceed amount of \$177,150.00

If you concur, please sign the three (3) copies and return to Facilities Management for processing.



April 2, 2021

To: ISD709 Duluth Public Schools
215 North 1st Ave East
Duluth, MN 55802

Attn: Dave Spooner, Manager of Facilities
Cc: Tony Kelekovich, Supervisor of Purchasing
Sherry Williams, Duluth Preschool & Head Start

Re: Recommendation of Award
Bid #1292
Duluth Preschool's Nature Playscapes

Dear Mr. Spooner,

Upon review of all bids submitted on April 1, 2021 for Bid #1292 Duluth Preschool's Nature Playscapes, it is the recommendation of 3 Owls Outdoor Play Consultants, LLC to award the contract to Bella Terra Landscaping. Their bid was the lowest, qualified, responsible bid and their price includes the furnishing and installing of all nature playscape materials as described in the project documents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rebekah Johnson'.

Rebekah Johnson, RLA
Co-Founder, 3 Owls Outdoor Play Consultants, LLC

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Terra Bella Landscaping, 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 upon full execution of this agreement and all requirements and shall remain in effect until August 27, 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.** Perform all work as specified in **Bid #1292 Duluth Preschool's Nature Playscapes at Laura MacArthur, Myers-Wilkins, and Piedmont Elementary Schools**. This contract award is for the not to exceed amount of \$177,150.00.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's response;
3. Bid #1292 and Bid #1292 Addendum 1;
4. Contractor's Insurance Policy;
5. Payment and Performance Bond;
6. Contractor's Affidavit; and
7. 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 for the not to exceed amount of \$177,150.00. 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 1st 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 Bella Terra Landscaping, 3701 Crescent View Ave., 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. **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 required.

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.

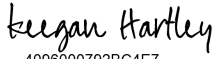
Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise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

53

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:

4096000792BC4E7

Bella Terra Landscaping

SSN/Tax ID Number: member471084951

Date: 4/8/2021

DocuSigned by:

F4BB9215A4FF41B

Program Director

Date: 4/8/2021

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).

| | | | | | | |
|-----|--|--|--|--|--|--|
| TBD | | | | | | |
| | | | | | | |

Check if the contract will be paid using Student Activity Funds

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

CFO / Superintendent of Schools / **Board Chair**

Date

BID RESPONSE FORM

Duluth Preschool's Nature Playscapes
 at Laura MacArthur, Myers-Wilkins, and Piedmont Elementary Schools
 Independent School District No. 709, Duluth, MN

Bid #1292

Thursday, April 1, 2021, 2:00pm

The undersigned, having personally and carefully examined the bidding documents for Duluth Preschool Nature Playscapes for ISD709, Duluth, MN, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services as necessary to complete the work, all in strict accordance with said bidding documents.


Bids submitted shall be valid for forty-five (45) days from date of bid. If their bid is accepted, the undersigned will promptly enter into a contract with ISD709 for the performance of this said bid, all as required by the bidding documents.

The bid will be awarded to the responsible, qualified contractor submitting the low Total Amount of Bid on the Bid Response Form and based on the contractor's ability to fulfill contract and bidding document requirements. ISD709 reserves the right to accept or reject any or all bids.

| Site | Cost |
|---|--------------|
| Laura MacArthur Eagles Nature Playscape | \$ 82,600.00 |
| Myers-Wilkins Wolves Nature Playscape | \$ 43,200.00 |
| Piedmont Panthers Nature Playscape | \$ 51,350.00 |

| | |
|---|---------------|
| Total Amount for all three sites (if all three sites are awarded) | \$ 177,150.00 |
|---|---------------|

| | Check <input checked="" type="checkbox"/> if Received |
|----------------|---|
| Addendum No. 1 | <input checked="" type="checkbox"/> |
| Addendum No. 2 | <input type="checkbox"/> |
| Addendum No. 3 | <input type="checkbox"/> |


 Authorized Representative Signature
Keegan Hartley
 Print Name
Keegan Hartley
 Primary Contact
James Haiskenan 218-576-3842
 Emergency Contact & Phone Number

Bella Terra Landscaping
 Company Name
3701 Crescent View Ave.
 Company Address
218-341-4443
 Primary Contact Phone Number
Keegan.hartley@gmail.com
 Correspondence Email Address

Duluth Preschool's Nature Playscapes

Bid Response Form

56

Costs for line items below may be used to add or deduct from the project based on project budget. Costs for all items shall include all labor, material, equipment, and services as necessary to provide the item furnished and installed.

| # | Item | Unit Cost | Unit | Site |
|----|--|----------------------|------|-----------|
| 1 | Chainlink Fence, with gates | 33 ⁰⁰ / | lf | MW, P |
| 2 | Wood & Wire Mesh Fence, with gates | 50 ⁰⁰ / | lf | LM |
| 3 | Sandpit | 35 ⁰⁰ / | sf | LM, MW, P |
| 4 | Sandpit Perimeter - logs, stumps, tree cookies | 32 ⁰⁰ / | lf | LM, MW, P |
| 5 | Scramble & Sliding Hill | 8,900 / | ea | LM, P |
| 6 | Accessible Path | 4,600 / | lf | LM, MW, P |
| 7 | Challenge Course - Boulders | 45 ⁰⁰ / | ea | LM, MW, P |
| 8 | Challenge Course - Stumps | 70 ⁰⁰ / | ea | LM, MW, P |
| 9 | Challenge Course - Logs & Balance Beams | 250 ⁰⁰ / | ea | LM, MW, P |
| 10 | Challenge Course - Stepping Stones | 35 ⁰⁰ / | ea | LM |
| 11 | Stump Spiral | 2500 ⁰⁰ / | ea | MW |
| 12 | Stump Tables | 400 ⁰⁰ / | ea | LM, MW, P |
| 13 | Stump Seats | 100 ⁰⁰ / | ea | LM, MW, P |
| 14 | Topsoil | 35 ⁰⁰ / | cy | LM, MW, P |
| 15 | Turfgrass, sodded | 9 ⁰⁰ / | sf | LM, MW, P |
| 16 | Turfgrass, seeded | 4.50 / | sf | LM, MW, P |
| 17 | Mulch | 35 ⁰⁰ / | cy | LM, MW, P |
| 18 | Engineered Wood Fiber Mulch | 35 ⁰⁰ / | cy | LM, MW, P |
| 19 | Landscape Edging | 3 ⁰⁰ / | lf | LM, MW, P |
| 20 | Mascot Silhouette Sign | 250 ⁰⁰ / | ea | LM, MW, P |
| 21 | Gate Entry Sign | 350 ⁰⁰ / | ea | LM, MW, P |
| 22 | Storage Box | 300 ⁰⁰ / | ea | LM, MW, P |
| 23 | Mud Kitchen | 650 / | ea | LM, MW, P |
| 24 | Art Panel | 450 / | ea | LM, MW, P |
| 25 | Music Panel | 350 / | ea | LM, MW, P |
| 26 | Water/Ball Panel | 300 / | ea | LM, MW, P |
| 27 | Fort Frame | 300 / | ea | P |
| 28 | Gallery Hooks & Wires | 200 / | ea | P |
| 29 | Climbing wall mounts | 25 / | ea | P |
| 30 | Branch Swinger | 200 / | ea | P |
| 31 | Raised Garden Beds | 250 / | ea | P |
| 32 | Stage Platform - Piedmont | 1700 / | ea | P |
| 33 | Picnic Table - adult | 500 / | ea | LM, P |
| 34 | Picnic Table - child | 400 / | ea | LM, P |

| # | Item | Unit Cost / | Unit | Site |
|----|----------------------------------|-------------|------|------|
| 35 | Stage Platform - Laura MacArthur | 2200 / | ea | LM |
| 36 | Eagle Perch | 750 / | ea | LM |
| 37 | Nest | 750 / | ea | LM |
| 38 | Hillside Net Climber | 2200 / | ea | LM |
| 39 | Seesaw | 650 / | ea | MW |
| 40 | Entry Arch | 750 / | ea | MW |
| 41 | Loose Parts Table | 600 / | ea | MW |

| Botanical Name | Common Name | Size | Cost (ea) |
|--|----------------------------------|------|-----------|
| TREES | | | |
| Acer rubrum | Red Maple | #10 | 750.00 |
| Acer saccharum | Sugar Maple | #10 | 380.00 |
| Amelanchier x grandiflora | Serviceberry 'Autumn Brilliance' | #10 | 300.00 |
| Betula papyrifera 'Varen' | Paper Birch, clump form | #10 | 300.00 |
| Picea glauca | White Spruce | #10 | 320.00 |
| LARGE & MEDIUM SHRUBS | | | |
| Cornus sericea 'Isanti' | Red-twig Dogwood | #5 | 60.00 |
| Hydrangea paniculata 'Limelight' | Limelight Hydrangea | #5 | 80.00 |
| Euonymus alatus 'Compactus' | Dwarf Winged Burning Bush | #5 | 80.00 |
| Pinus mugo pumilio | Dwarf Mugo Pine | #5 | 120.00 |
| Syringa patula 'Miss Kim' | Miss Kim Lilac | #5 | 90.00 |
| Cotinus coggygria 'Winecraft Black' | Smokebush | #3 | 50.00 |
| Physocarpus opulifolius | Little Devil Ninebark | #2 | 40.00 |
| Rhus aromatica 'Gro-Low' | Fragrant Sumac | #3 | 35.00 |
| Salix purpurea 'Nana' | Dwarf Arctic Willow | #3 | 35.00 |
| Weigela florida 'My Monet' | Variegated Weigela | #2 | 30.00 |
| ORNAMENTAL GRASSES and PERENNIALS | | | |
| Calamagrostis acutiflora | Feather Reed 'Karl Foerster' | #1 | 20.00 |
| Sporobolus heterolepis | Prairie Dropseed | 4" | 15.00 |
| Average cost of #1 perennial | | #1 | 20.00 |
| Average cost of 4" pot perennial | | 4" | 15.00 |

ISD No. 709
Duluth Public Schools
**Addendum to Standard Form of Agreement Between Owner and Architect-
Contractor**

**Amendments to AIA Document A101-2007 Standard Form of Agreement Between
Owner and Contractor where the basis of payment is a Stipulated Sum**

- 3.3. Add:** “Any liquidated damages provided in the Addendum to AIA Document A201-2007 General Conditions shall apply to this Contract, in addition to any other provisions relating to liquidated damages in any of the other Contract documents. The Addendum to AIA Document A101- 2007 General Conditions is a part of this Contract, and this reference in this Article is made for the convenience of the Contractor in reviewing the Contract documents.”
- 5.1.6.5 Add:** “Unless otherwise specified, the retainage specified in 5.1.6 shall be ten percent (10%).”
- 5.1.8 Add:** “None.”
- 6.2 Add:** “The binding dispute resolution chosen pursuant to this Article is arbitration pursuant to Section 15.4 of the AIA Document A201-2007. Contractor does consent to joinder and consolidation for any arbitration, with any other arbitration involving the Owner or the Architect or other Contractors or subcontractors or other design professionals or manufacturers or material suppliers, and which involve this project.”
- 8.2 Add:** “If it is not otherwise specified in this Paragraph, the applicable rate of interest is six percent (6%) simple interest per year.”
- 8.6 Add:** “This Agreement is subject to the laws of the State of Minnesota as also provided in AIA Document A201-2007 and its Addenda. Any dispute resolution shall be located in the city where the project is located.”
- 9.1.2 Add:** “The Addendum to AIA Document A101-2007, General Conditions of the Contract for Construction, is also a part of the Contract documents.”

VERIFICATION OF FORM OF AIA STANDARD CONTRACT
Contract Between – Contractor's Name and ISD No. 709

The undersigned verifies that the noted Standard AIA Contracts have not been modified from the standard form contract, except as indicated by the amendments shown above and as follows:

- Names and addresses, etc. of parties
- Dollar Amounts
- Times inserted into blanks where blanks exist
- Highlighted, underlined or redlined changes
- Handwritten and initialed changes
- Addenda and Schedules

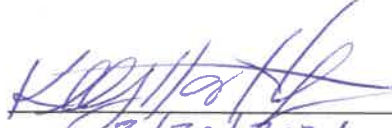
It is verified that the standard language has not been modified, except in the manner noted above. If changes have been made in the standard language, which are not identified in the manner noted above, the standard language shall govern and the changes shall be void.

The following AIA Forms are hereby verified:

AIA Document A201 - 2007 General Conditions of the Contract for Construction

The undersigned has prepared these contract forms, or has reviewed them, for the purpose of this verification.

Contractor

Signed 

Date 3/30/2021

Name Keegan Hartley

Capacity president

Company Bella Terra Landscape

Address Design Inc., 370 Alderscent
view Avenue

Owner

School Board Chair

ISD No. 709

215 North 1st Ave. East

Duluth, MN 44802

Make claims for loss of use.

RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of \$50,000.00

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statute §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause 7.

By signing this statement, I, Keegan Hartley,
(type or print name)
president
(title) certify that I am an owner or officer of the company
and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

Bella Terra Landscape Design Inc.
(name of the person, partnership, or corporation submitting this proposal)
3701 Crescent View Avenue Duluth, MN 55804
(business address)

Signed: [Signature]
(bidder or authorized representative) Date: 3/30/2021

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

Minn. Stat. §16.285, Subd., 7, **IMPLEMENTATION.** any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
 - a. is in compliance with workers' compensation and unemployment insurance requirements;
 - b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - c. has a valid federal tax identification number or a valid Social Security number if an individual; and
 - d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
 - e.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - b. has been issued an order to comply by the commissioner of labor and industry that has become final;
 - c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a

Amendments to AIA Document A201 - 2007 General Conditions of the Contract for Construction

- 1.1.2 Add:** “This contract is made subject to all applicable law, statutes, codes, rules and regulations governing the owner and its rights, obligations, limitations and requirements pertaining to this contract and Project.”
- 1.5.1 Add:** “However, the Owner and its agents may use and reproduce such documents for additional work on the subject of the Project and for revision of the original work.”
- 2.2.3 Add:** “If Contractor becomes aware of material inaccuracies or changes in the information provided by the Owner and the Architect, then the Contractor shall notify the Owner of any inaccurate or changed information.”
- 3.2.4 Add at the end of last sentence:** “insofar as the Contractor has given notice of such specific errors, inconsistencies or omissions.”
- 3.4.3 Add:** “These obligations of Contractor also apply to subcontractors and other persons carrying out the work.”
- 3.5 Add:** “Contractor shall assign for the benefit of the Owner, any and all warranties from manufacturers or other entities or persons which may be applicable to equipment or materials or any other property that is a part of the work. This applies to work provided by the Contractor or subcontractors, or others doing the work directly or indirectly under the Contractor.”
- 3.6 Add:** “The Contractor shall endeavor and assure that the Owner receives the benefit of the exemptions of sales taxes or other taxes where the Owner may be entitled to such exemptions.”
- 3.12.10 Add:** “The Contractor agrees that all such professional design services or certifications which the Contractor causes to be provided, shall be for the benefit of the Owner. The Contractor shall be responsible for the adequacy, accuracy and completeness of such services, certifications and approvals performed or provided by such design professionals.”
- 3.18.1 Add:** “The obligation of the Contractor shall be to defend the Owner, as well as to indemnify and hold harmless the owner under this Paragraph, and also insofar as there may be other obligations to indemnify and hold the Owner harmless under the provisions of this Agreement.”
- 4.2.2 Delete portion:** The words “in general” shall be deleted in sentence (1); The words “exhaustive or” shall be deleted in sentence (2).
- 4.2.3 Add:** “However, the Architect shall notify the Owner and the Contractor of any defects or deficiencies in the Work which the architect is aware has not been completed in accordance with the contract documents.”

- 4.2.6 Delete:** The last sentence that the states that the architect has no obligation to the contractor, subcontractors or others doing work.
- 4.2.7 Add:** “If the architect is aware that the Contractor’s submittals do not conform with the plans and specifications and any other contract documents, the architect shall so inform the owner and the Contractor.”
- 9.6.7 Delete:** “shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this Provision.”
- 9.8.4 Add at the end:** “In the event that, after a Certificate of Substantial Completion has been signed, it is learned that there are defects in the work so that the Owner cannot occupy or utilize the work in full for its intended use, without substantial limitation, then the date of Substantial Completion and Certificate of Substantial Completion shall be amended to reflect the date that the Owner can occupy or utilize the work for its intended use without substantial limitation, after the necessary corrections have been made. Any dates for notice required after the Certificate of Substantial Completion, shall be changed to comply with the amended date of substantial completion and amended Certificate of Substantial Completion.”
- 9.10.4 Delete original language in its entirety:** (Waiver of claims by owner)
- 9.10.4 Add:** “The making of final payment, shall not constitute a waiver of any claims by the owner.”
- 10.2.5 Delete portion:** “(other than damage or loss insured under property insurance required by the Contract Documents)”
- 10.3.3 Add at the End of the Last Sentence:** “or the consultants or agents or employees of any of them.”
- 11.3.1 Delete portion:** Replace the word ”Owner” with the word “Contractor” in the first sentence. (Builders Risk Insurance). **Add at the end:** “Any deductibles shall be subject to approval by the owner.”
- 11.3.1.2 Delete this paragraph in its entirety.**
- 11.3.2 Substitute:** “Contractor” for “Owner” as the second word in this Paragraph.
- 11.3.3 Delete second sentence:** (Waiver of claims against contractor for loss of use.)
- 11.3.5 Delete all:** (Waiver of claims if insured)
- 11.3.7 Delete all:** (Waiver of claims and subrogation if insured)
- 12.2.2. Replace:** Change “one-year” to “such period as is specified by law” for each occurrence in this section. This change applies to all of 12.2.2, including all subdivisions thereof.

12.2.2.3 Delete the word “not”: (Extension of correction period by correction)

13.2 Add: **“SIGNATURES AND NOTARIZATION.** The Parties shall be entitled to digitally sign documents pursuant to the then current law governing digital signatures. If a document provides for notarization, and if the Parties submitting the document do not have a signature notarized, then that party nonetheless confirms that the signature is accurate and authorized and is by the person from whom the signature purports to be, and that the signature is authorized, under penalty of perjury. Such signature shall still have the same force and effect as the signature if it had been properly notarized.”

13.7 Delete portion: (“but in any case not more than 10 years after the date of substantial completion of the work”)

14.2.5 The remedies provided in this section 14.2 are in addition to, and not in place of, rights of the Owner under any applicable performance and payment bonds.

15.1.2 Add at the end of the Current Paragraph: “However, the owner shall be entitled to make claims after that twenty-one (21) day period if such claim can be made without substantial prejudice to the other party, resulting from that later notice after the twenty-one (21) day period.

15.1.6 Delete all: (Consequential damages waiver by owner and contractor) **Replace with:** **Claims for Consequential Damages.**

.1 The contractor waives claims against the Owner for damages incurred by the contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

.2 “Liquidated Damages. Owner shall be entitled to liquidated damages in the sum of \$ _____ per day for each day that the work is not completed beyond the stated contract time, and any extensions agreed to by the Owner. Time is of the essence in the performance of the Work. Such liquidated damages are in lieu of claims which Owner might otherwise make for damages for loss of use, interference with classes and scheduling and the use of other facilities (unless leased or purchased by Owner), employee time in making use or scheduling adjustments due to delay in completion, additional time in transferring equipment, materials and personnel and inconvenience as a result of such delays. The Owner retains the right to claim other additional actual damages not included in liquidated damages. The Owner retains the right to claim actual damages from the lease or purchase of other buildings, facilities or equipment as a result of delay in completion of the contract. The Owner may deduct and set off the liquidated damages from any sums, which are due to the contractor under the contract. The Contractor acknowledges that it is aware of these liquidated damages provisions, accepts this contract with those provisions and acknowledges that the liquidated damages provisions are reasonable and enforceable.

If there are no liquidated damages specified in this section 15.1.6.2 in excess of \$1, then the Owner is entitled to claim all other damages available to the Owner. If no liquidated damages are specified in this section 15.1.6.2 in excess of \$1, then the deletion of the Consequential Damages Waiver by Owner and Contractor is still effective, and that original paragraph 15.1.6 is still deleted, and the Owner is still entitled to all damages permitted by law without waiver of any of those damages. The Owner does specifically retain all claims for loss of use.”

15.4.3 Add: “Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all Discovery Methods delineated in the Minnesota Rules of Civil Procedure for the District Courts, to the same extent and subject to the same procedures and sanctions as therein set forth. Once selected, the arbitrator shall hear any disputes regarding discovery unless otherwise agreed by the parties.”

15.4.4.4 Add: “Award of Attorney's Fees and Expert Witness Costs. Notwithstanding any other conditions of the contracts, in any lawsuit or arbitration involving the subject matter of this Contract or its interpretation, the prevailing parties shall be entitled to attorney's fees and expert witness costs as provided herein. The awards detailed herein are in addition to, and not a substitute for, any other awards or remedies which the parties may have pursuant to the governing contract and the governing law.

These awards apply to the Owner, Architect, Contractor, Subcontractor, Suppliers, Materialmen and others subject to the governing contracts and subcontracts. The prevailing party shall be entitled to an award of the prevailing party's attorney's fees and costs without deduction for that party's share of any fault, if any. For the purposes of this Section, a party not required by the Arbitrator to make any of the compensatory adjustments demanded by the other parties in the dispute, shall be considered a Prevailing Party. In addition to this definition of a prevailing party, the arbitrator or other decision maker shall also be entitled to rule that a party is a prevailing party on other grounds.

The prevailing party shall be entitled to an award of attorney's fees from each of the other non-prevailing parties in an amount not greater than \$15,000 from each of those other non-prevailing parties. This award of attorney's fees includes reasonable attorney's fees, costs and disbursements incurred in the action, investigative costs, other legal research and other legal services and advice from the attorneys, including such services before the initiation of such arbitration or suit. The prevailing party shall also be entitled to an award in an amount not greater than \$3,500 from each of the other non-prevailing parties for expert witness fees and other expert services in investigating, giving opinions, research and planning, costs of the expert, the expert's fees in testifying and fees in providing other expert services in connection with the investigation of the subject matter, including preparing and investigating remedies, plans, and specifications relating to that matter.”

The undersigned has prepared these contract forms, or has reviewed them, for the purpose of this verification.

Contractor - Architect

Owner

Signed

Keegan Hartley

Date

3/30/2021

Name

Keegan Hartley

Capacity

president

Company

Bella Terra Landscape

Address

*Design, Inc. 3701 Crescent
View Avenue, Duluth MN 55804*

School Board Chair

ISD No. 709

215 North 1st Ave. East

Duluth MN 55802

violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties.

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order.
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office.
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification.
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. 1§16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn.Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.


A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

| | |
|--|---------------------------------|
| Authorized Signature of Owner or Officer:  | Printed Name: Keegan Hartley |
| Title: president | Date: 3/30/2021 |
| Company Name: Bella Terra Landscape Design Inc. | |

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST (Submit with Prime Contractor Response)

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

| First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State) | Name of city where company home office is located |
|---|--|
| Keller Fence Co. | Cchasset, MN |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

BIDDER'S QUALIFICATIONS

Contractor shall demonstrate previous experience with installation of outdoor play and learning spaces for children, preferably with nature playscapes or similar. Bidder's Qualifications must be submitted with the sealed Bid at the time of Bid Opening.

EXPERIENCE

Length of time the company has been in operation 15 years

Time period of work related to outdoor play and learning spaces for children 5 years

CERTIFICATION

Attach a list of all certifications and/or licenses (for the company or for individual employees) related to the work prescribed in this project. Optional: Attach a description of any other special or specific qualifications the company has for this project.

REFERENCES

List projects and references, preferably including two from children's play and learning spaces

| Project Name | Location | Completion Date | Reference Name | Reference Phone |
|----------------------------|--|-----------------|-----------------|-----------------|
| Hartley Playscape | Hartley Nature Center Duluth, MN | July 2015 | Tom O'Rourke | 724-6735 |
| Congdon Park Edible garden | Congdon Park Elementary School, Duluth | November 2013 | Renee Willemson | 218-349-9897 |
| | | | | |
| | | | | |

Bella Terra Landscape Design
Company Name

Keegan.hartley@gmail.com
Email

Keegan Hartley
Primary Contact Name

218-341-4443
Primary Contact Phone Number


[Signature]
Primary Contact Signature

3/30/2021
Date

Memorandum

To: **Jill Lofald**
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: **David J. Spooner** 
Manager of Facilities

Date: **April 8, 2021**

Re: **BID #1293 Congdon Park ES Window Restoration-St. Germain's Glass, Inc.**
School Board Approved LTFM FY-21-22 Project

Attached please find three (3) copies of the Agreement between **St. Germain's Glass, Inc.** and ISD #709 to provide the scope of work defined in **BID #1293 – Congdon Park ES Window Restoration** project. The total cost of this work is a lump sum of \$594,822.00 and is a FY21-22 Board Approved LTFM Ten-Year Plan project.

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, enter into an agreement with **St. Germain's Glass, Inc.** to perform the work scope as defined in the attached Agreement for a lump sum amount of \$594,822.00

If you concur, please sign the three (3) copies and return to Facilities Management for processing.

MRJ Consultants, LLC

Roof and Building Exterior Solutions

April 2, 2021

Mr. Dave Spooner
Manager of Facilities
Duluth Public Schools-ISD #709
215 N. 1st Avenue East
Duluth, MN 55802

RE: 2021 Congdon Park Window Restoration Bid # 1293- Letter of Recommendation

Dear Mr. Spooner

On March 30, 2021 bids were received and opened for the 2021 Congdon Park Window Restoration Project. Seven potential bidding contractors attended the pre-bid meeting on March 18. Three sealed bids were received.

The low responsible Base bid (Wausau Windows-\$594,822.00) and Alternate bid (EFCO Windows- \$605,900.00) were submitted by St. Germain Glass. Upon reading and recording of the submitted bids, we asked St. Germain Glass if they were comfortable with their bid numbers and willing to complete the project as specified. Mike McCabe indicated that they have a clear understanding of the project expectations and requirements. We have worked with St. Germain Glass on numerous past projects and have had no issues or problems.

We recommend award of the Project Base Bid-Wausau Windows to St. Germain Glass in the amount of \$594,822.00. Upon notice of the award by the District, we will prepare AIA contract documents to be executed between the District and St. Germain Glass.

If you should have any questions regarding the bids, contracts or the project, please contact me.

Respectfully,



Mike Johnston RRC
MRJ Consultants, LLC
m.johnstonrrc@gmail.com
612-406-5996

BID TABULATION

DULUTH PUBLIC SCHOOLS ISD # 709

2021 Congdon Park Window Restoration Project- Duluth Schools Bid #1293

Opening Date: March 30, 2021 2:00pm

MRJ CONSULTANTS, LLC

| CONTRACTOR | BASE BID-Wausau | ALT BID 1-EFCO | Pre-bid | Addendum 1 | Addendum 2 | BID BOND |
|-------------------|-----------------|----------------|---------|------------|------------|----------|
| BRIN CONTRACTING | \$678,310.00 | \$690,246.00 | Yes | Yes | Yes | Yes |
| KASKI Inc | \$877,509.00 | \$846,279.00 | Yes | Yes | Yes | Yes |
| St. Germain Glass | \$594,822.00 | \$605,900.00 | Yes | Yes | Yes | Yes |
| | | | | | | |
| | | | | | | |
| | | | | | | |

SECTION 00 41 00

BID FORM -REVISED 3/23/2021

Deliver Bids to:

Mr. Tony Kelekovich
Duluth Public Schools
Room 212
215 N. 1st Avenue East
Duluth, MN 55802

OPENING TIME: **2:00 P.M.**
OPENING DATE: **March 30,2021**

The undersigned, being familiar with the local conditions affecting the cost of the work and with the contract documents, including the Bid Announcement, Bid Form, General and Supplemental Conditions, Specifications, Drawings, and Addenda, and in accordance with the provisions thereof, hereby proposes to furnish all labor and materials and equipment necessary for:

**2021 Window Restoration Bid #1293
Congdon Park Elementary**

BASE BID:

Replace all windows and doors With Wausau windows as indicated in Bid Documents.

\$594,822.⁰⁰/_{xx} Five Hundred Ninety Four Thousand Eight Hundred Twenty Two Dollars

ALTERNATE BID 1.

Replace all windows with EFCO 325x windows as indicated in Bid Documents. Doors and all other specified materials remain as specified.

\$605,900.⁰⁰/_{xx} Six Hundred Five Thousand Nine Hundred Dollars

We have attended the Pre-Bid Meeting Yes No

List all addenda numbers that have been included in the price quoted above:
1, 2, - , -

Responses that do not list project addenda will be rejected.

The Owner requires that the project shall be substantially completed by August 22, 2021. Project can start on June 11, 2021.

If this bid is accepted, the bidder agrees to complete the work as specified within 120 calendar days from the execution of the contract, subject to provisions of the contract and the specifications.

This bid is submitted after careful study of the plans and specifications, attendance at the guided tour and from a personal knowledge of the conditions, both surface and concealed, at the existing building, which knowledge was obtained from the undersigned's own sources of information and not from any official or employee of the owner.

We have carefully reviewed the project Safety Requirements, and hereby certify that our company meets or exceeds the requirements therein.

Accompanying this bid is the **bid security** required to be furnished by the contract documents, the same being subject to **forfeiture** in the event of default by the undersigned.

The undersigned agrees, if awarded the contract, to obtain, execute and deliver to the owner with the contract satisfactory "**performance bond and labor and material payment bond**" on AIA Form A311, each in a sum equal to the full amount of the contract.

The undersigned does declare that this bid is made without improper connection with any other person or persons making a bid on this same contract and is in all respects fair and without collusion or fraud, and the undersigned does further declare that no person or persons interested therein or in the supplies or works to which it relates will receive in any portion of the profits thereof.

It is understood and agreed that this bid cannot be withdrawn within thirty (30) days without the consent of the owner and that said owner has the right to accept or reject any or all bids.

By St. Germain's Glass, Inc
Legal name of person, firm or corporation

212 N. 40th Ave W Duluth MN 55807
Address City State Zip

END OF SECTION

AIA[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

St. Germain's Glass, Inc.
212 N. 40th Ave West
Duluth, MN 55807

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

North American Specialty Insurance Company
1200 Main Street
Kansas City, MO 64105

a corporation duly organized under the laws of the State of **New Hampshire**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

ISD #709 - Duluth
215 North 1st Avenue E
Duluth, MN 55802

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

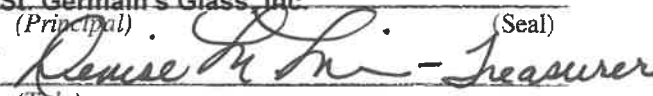
WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

ISD #709- Window Removal and Replacement of Congdon Elementary School

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **25th** day of **March, 2021**


(Witness)

St. Germain's Glass, Inc.
(Principal)  *(Seal)*
(Title) **Treasurer**


(Witness)

North American Specialty Insurance Company
(Surety)  *(Seal)*
(Title) **Name Alemdar**
Attorney-in-Fact

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____, _____, before me personally appeared

_____ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as his/her/their free act and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF Minnesota

SS

COUNTY OF St Louis

On the 24th day of March, before me personally appeared Denise Mercier to me known, who being by me duly sworn, did say that he/she is the Treasurer of St Germain's Glass, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

(Notary Seal)

Amanda J Nelson



ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA

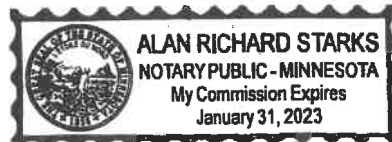
SS

COUNTY OF Hennepin

On the 25th day of March, 2021, before me personally appeared Name Alemdar to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the North American Specialty Insurance Company a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(Notary Seal)

[Signature]



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

ALAN STARKS, JEFF SETTEM, MELISSA NORDIN, NAME ALEMDAR and CHARLES CHRISTENSEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25 day of February, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 25 day of February, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of MARCH, 20 21.

Jeffrey Goldberg



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifth day of April in the year 2021
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Duluth Public Schools
ISD#709
215 North 1st Avenue E.
Duluth, MN 55802

and the Contractor:
(Name, legal status, address and other information)

St. Germain's Glass, Inc.
212 N. 40th Avenue W.
Duluth, MN 55807

for the following Project:
(Name, location and detailed description)

Congdon Park Elementary School
3116 E. Superior Street
Duluth, MN
2021 Window Restoration Project BID #1293

The Architect: Substitute Term "Consultant"
(Name, legal status, address and other information)

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

The Owner and Contractor agree as follows.

The term Consultant will be used instead of Architect for this document and any associated documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

| | |
|---|---|
| 1 | THE CONTRACT DOCUMENTS |
| 2 | THE WORK OF THIS CONTRACT |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
| 6 | DISPUTE RESOLUTION |
| 7 | TERMINATION OR SUSPENSION |
| 8 | MISCELLANEOUS PROVISIONS |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS |

EXHIBIT A INSURANCE AND BONDS**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Upon Contractor's receipt of Notice to Proceed by Owner. Work can commence on site on or after June 11, 2021

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)



[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: Substantial Completion August 22, 2021. Final Completion August 29, 2021. Project completion dates will be subject to the delivery date of the new windows.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be FIVE HUNDRED NINETY FOUR THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS (\$ 594,822.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
| N/A | |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| NONE | | |

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

| Item | Price |
|------|-------|
| NONE | |

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| NONE | | |

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

mit. DS
DN

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 5th day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)



§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

As Stated.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

As Stated

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Mr. Mike Johnston, RRC
MRJ CONSULTANTS, LLC
5712 Royal Oaks Drive, Shoreview, MN 55126



§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Dave Spooner
Duluth Public Schools- ISD#709
215 North 1st Avenue East
Duluth, MN 55802

Mr. Mike Johnston RRC
MRJ CONSULTANTS, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Mr. Mike McCabe
St. Germain's Glass, Inc.
212 N. 40th Avenue W.
Duluth, MN 55807



§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

- .5 Drawings

| Number | Title | Date |
|--------|---|-----------|
| 1-4 | 2021 Window Replacement Congdon Park Elementary | 2/23/2021 |

- .6 Specifications

| Section | Title | Date | Pages |
|----------------|---|----------|-------|
| Project Manual | 2021 Congdon Park Elementary Window Replacement Project BID #1293 | 2/3/2021 | 123 |

- .7 Addenda, if any:

| Number | Date | Pages |
|--------|-----------|-------|
| 1 | 3/19/2021 | 6 |
| 2 | 3/23/2021 | 4 |



Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[N/A] The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

[X] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---------------------------------|----------------------|------|-------|
| Project Manual Section 00 60 00 | Owners Project Forms | | 1-43 |


.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

ISD 709 Amendments to 2017 AIA Documents dated 10/23/2020 - 6 pages

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

DocuSigned by:

4643EFB6A20B499...

CONTRACTOR (Signature)
 Denny Nelson General Manager

 (Printed name and title)

Additions and Deletions Report for ***AIA® Document A101® – 2017***

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:09:18 ET on 04/05/2021.

PAGE 1

AGREEMENT made as of the Fifth day of April in the year 2021

...

Duluth Public Schools
ISD#709
215 North 1st Avenue E.
Duluth, MN 55802

...

St. Germain's Glass, Inc.
212 N. 40th Avenue W.
Duluth, MN 55807

...

Congdon Park Elementary School
3116 E. Superior Street
Duluth, MN
2021 Window Restoration Project BID #1293

The Architect: Substitute Term "Consultant"

...

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

...

The Owner and Contractor agree as follows.

The term Consultant will be used instead of Architect for this document and any associated documents.

PAGE 2

[X] Established as follows:

...

Upon Contractor's receipt of Notice to Proceed by Owner. Work can commence on site on or after June

Additions and Deletions Report for AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:09:18 ET on 04/05/2021 under Order No.4103808759 which expires on 04/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1764898915)

11, 2021

PAGE 3

[] By the following date: Substantial Completion August 22, 2021. Final Completion August 29, 2021.
Project completion dates will be subject to the delivery date of the new windows.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be FIVE HUNDRED NINETY FOUR THOUSAND EIGHT HUNDRED TWENTY TWO DOLLARS (\$ 594,822.00), subject to additions and deductions as provided in the Contract Documents.

...

N/A

...

NONE

...

NONE

...

NONE

...

N/A

...

N/A

PAGE 4

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 5th day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

Five Percent (5%)

PAGE 5

N/A

...

N/A

...

As Stated.

...

~~%~~ As Stated

...

Mr. Mike Johnston, RRC
MRJ CONSULTANTS, LLC
5712 Royal Oaks Drive, Shoreview, MN 55126
PAGE 6

[] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

N/A

...

| | |
|---|------------------------------|
| <u>Mr. Dave Spooner</u> | <u>Mr. Mike Johnston RRC</u> |
| <u>Duluth Public Schools- ISD#709</u> | <u>MRJ CONSULTANTS, LLC</u> |
| <u>215 North 1st Avenue East</u> | <u>5712 Royal Oaks Drive</u> |
| <u>Duluth, MN 55802</u> | <u>Shoreview, MN 55126</u> |

...

Mr. Mike McCabe
St. Germain's Glass, Inc.
212 N. 40th Avenue W.
Duluth, MN 55807
PAGE 7

N/A

...

| | | |
|------------|----------------------------|------------------|
| <u>1-4</u> | <u>2021 Window</u> | <u>2/23/2021</u> |
| | <u>Replacement Congdon</u> | |
| | <u>Park Elementary</u> | |

...

| | | | |
|-----------------------|--------------------------------|-----------------|------------|
| <u>Project Manual</u> | <u>2021 Congdon Park</u> | <u>2/3/2021</u> | <u>123</u> |
| | <u>Elementary Window</u> | | |
| | <u>Replacement Project BID</u> | | |
| | <u>#1293</u> | | |

...

| | | |
|----------|------------------|----------|
| <u>1</u> | <u>3/19/2021</u> | <u>6</u> |
| <u>2</u> | <u>3/23/2021</u> | <u>4</u> |

PAGE 8

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

...

[N/A] The Sustainability Plan:

...

[X] Supplementary and other Conditions of the Contract:

...

Project Manual Section 00 60 00 Owners Project Forms 1-43

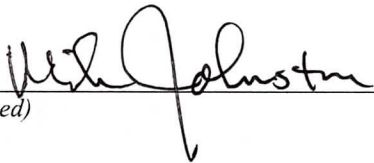
...

ISD 709 Amendments to 2017 AIA Documents dated 10/23/2020 - 6 pages

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael R Johnston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:09:18 ET on 04/05/2021 under Order No. 4103808759 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

MRS Consultants, LLC - President

(Title)

4/5/2021

(Dated)

ISD 709 Amendments to 2017 AIA documents

Dated: 10/23/2020

In interpreting these Amendments, underlining is new language added to the preexisting language and strikeout is deletion of preexisting language.

A201 – 2017 General Conditions

§ 3.7.3 Delete the existing language and substitute the following: If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction, and shall promptly notify the Architect of such Work.

§ 3.18.1 Delete the existing language and substitute the following: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. If the indemnified party is entitled to separate counsel under the governing law, then Contractor shall pay for those attorney's fees and other costs and disbursements, and the indemnified party may choose its own attorneys subject to the consent of the Contractor, which consent shall not be unreasonably withheld.

§ 4.2.3 Delete the existing language and substitute the following: On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. However, if the Architect knows or has been informed that the Contractor is not performing the Work in compliance with the Contract Documents then the Architect shall notify the Owner and the Contractor of such noncompliance.

§ 4.2.12 Delete the existing language and substitute the following: Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith. However, the Architect remains liable for its own negligence or breach of contract, if any.

9.6.1 12 Delete the existing language and substitute the following: After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Owner retains all rights to claims and defenses notwithstanding having made payments pursuant to Certificates of Payment or having made payments not

pursuant to Certificates of Payment, and the Owner has not waived such claims and defenses and is not estopped from making such claims or defenses.

9.6.6 Delete the existing language and substitute the following: A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents. The Owner retains all rights to claims and defenses notwithstanding having made payments pursuant to Certificates of Payment or having made payments not pursuant to Certificates of Payment, and the Owner has not waived such claims and defenses and is not estopped from making such claims or defenses.

9.6.7 Delete the existing language and substitute the following: Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, ~~create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~

9.8.5 Delete the existing language and substitute the following: The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Owner retains all rights to claims and defenses notwithstanding a Certificate of Substantial Completion, and the Owner has not waived such claims and defenses and is not estopped from making such claims or defenses.

9.10.1 Delete the existing language and substitute the following: Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Owner retains all rights to claims and defenses notwithstanding a final Certificate for Payment, and the Owner has not waived such claims and defenses and is not estopped from making such claims or defenses.

9.10.4 Delete the existing language and substitute the following: The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

The Owner retains any claims for delay and any other consequential damages, breach of warranty whether special or other warranty to which it is entitled under governing law, and any other damages otherwise permitted under the Contract Documents, notwithstanding the making of final payment.

§ 10.3.4 Delete the existing language and substitute the following: The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or

substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The Owner also is not responsible for the acts of third parties relating to hazardous substances or materials over which it does not have the right of control, nor for such acts by third parties for which the Owner is not otherwise responsible.

11.3.1 Delete the existing language and substitute the following: The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification,

contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. However, this waiver is not effective if the insurance prohibits such waiver notwithstanding this provision. If such insurance prohibits such waiver, then the party insured shall endeavor to obtain insurance coverage which does not prohibit such waiver.

11.4 Delete the existing language and substitute the following: Loss of Use, Business Interruption, and Delay in Completion Insurance. The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards ~~however caused~~ unless caused by the negligence or breach of contract of the Contractor or Architect.

12.2.2.3 Delete the existing language and substitute the following: The one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

12.2.5 Delete the existing language and substitute the following: Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. If the Contractor does not perform its work in compliance with all of its obligations, the Owner's remedies are not limited to the Contractor's obligation to correct the work

13.1 Delete the existing language and substitute the following: Governing Law. The Contract shall be governed by the law of the place where the Project is located, ~~excluding that jurisdiction's choice of law rules.~~ If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

13.4.3 Delete the existing language and substitute the following: If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including the costs of such testing, inspection or approval or those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

15.1.2 Time Limits on Claims. Delete the existing language and substitute the following: The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

15.1.3.1 Delete the existing language and substitute the following: Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. However, this 21 day notice requirement is not a period of limitation that bars a claim made after that 21 day period.

15.1.7 This provision is deleted. Waiver of Claims for Consequential Damages The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- ~~.1~~ damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons;
and
- ~~.2~~ damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

15.2.5 Delete the existing language and substitute the following: The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties unless one or more parties proceed to make the Claim but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

15.2.6.1 Delete this provision: Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.3 Delete this provision: Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the

dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.


15.4.4.1 Delete the existing language and substitute the following: Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration does not prohibit ~~permits~~ consolidation or the other party agrees to consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

15.4.4.2 Delete the existing language and substitute the following: Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the sought to be joined can be joined under governing law or consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

OWNER (Signature)

(Printed name)

(Printed title)

DocuSigned by:

4643FFB6A20B499...

CONTRACTOR (Signature)

Denny Nelson

(Printed name)

General Manager

(Printed title)

ISD 709 Amendments to 2017 AIA documents

Dated: 10/23/2020

In interpreting these Amendments, underlining is new language added to the preexisting language and strikeout is deletion of preexisting language.

A101 – 2017 Owner Contractor Agreement

4.5 Delete the existing language and substitute the following: ~~Liquidated damages, if any.~~ Reasonable liquidated damages are not penal and are in addition to, and not a substitute for, any actual or consequential or other damages. Liquidated damages, if any, are as follows:
(Insert terms and conditions for liquidated damages, if any.)

§ 5.1.1 Delete the existing language and substitute the following: Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. Notwithstanding a Certificate for Payment by the Architect, and notwithstanding any payments made to the Contractor, the Owner retains the right to contest such payments and is not estopped or otherwise deemed to have waived claims and defenses relating to payments to the Contractor or relating to any claims or defenses relating to the Contractor's Work. This applies to all parts of this Contract.


§ 5.2.1 Delete the existing language and substitute the following: Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 however, the Owner may retain sufficient funds to pay for the estimated cost of the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment, until the Contractor has completed those obligations.

OWNER (Signature)

(Printed name)

(Printed title)

DocuSigned by:

4043EFB6A20B499...

CONTRACTOR (Signature)

Denny Nelson

(Printed name)

General Manager

(Printed title)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

2021 Congdon Park Elementary Window Restoration Project BID #1293
3116 East Superior Street, Duluth, MN

THE OWNER:

(Name, legal status and address)

Duluth Public Schools ISD#709
215 North 1st Avenue East
Duluth, MN 55802

THE CONSULTANT:

(Name, legal status and address)

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

TABLE OF ARTICLES

| | |
|----|--|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.



14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3****Access to Work****3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing9.4.2, 9.8.3, 12.2.1, **13.4****Additional Time, Claims for**3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6****Administration of the Contract**3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances**3.8****Applications for Payment**4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration8.3.1, 15.3.2, **15.4****ARCHITECT****4****Architect**, Definition of**4.1.1**

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work**5.2****Basic Definitions****1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5****Building Information Models Use and Reliance****1.8**

Building Permit

3.7.1

Capitalization**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1**CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for 3.7.4

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up**3.15**, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of
8.1.2**Communications**

3.9.1, **4.2.4**

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND 9

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder**15.4.4****CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1**Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance**15.1.4**

Contract, Definition of

1.1.2**CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1**Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1**CONTRACTOR****3**

Contractor, Definition of

3.1, **6.1.2****Contractor's Construction and Submittal Schedules**

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2



Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance**11.1****Contractor's Relationship with Separate Contractors and Owner's Forces**

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction**Procedures**

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights1.5, **3.17****Correction of Work**2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1**Correlation and Intent of the Contract Documents****1.2****Cost, Definition of****7.3.4****Costs**

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching**3.14**, 6.2.5**Damage to Construction of Owner or Separate Contractors**

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of**8.1.2****Date of Substantial Completion, Definition of****8.1.3****Day, Definition of****8.1.4****Decisions of the Architect**

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification9.4.1, **9.5**, 9.7, 14.1.1.3**Defective or Nonconforming Work, Acceptance, Rejection and Correction of**

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5**Digital Data Use and Transmission****1.7****Disputes**

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site**3.11****Drawings, Definition of****1.1.5**

Drawings and Specifications, Use and Ownership of 3.11

Effective Date of Insurance

8.2.2

Emergencies**10.4**, 14.1.1.2, **15.1.5****Employees, Contractor's**

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of
1.1.8

Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4

Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders
1.1.1

Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy
9.9.1

Insured loss, Adjustment and Settlement of
11.5

Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written
4.2.11, 4.2.12

Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,
10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes
8.3.1

Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,
15.4

Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1

Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and
Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS**13****Modifications, Definition of****1.1.1**

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility**6.2****Nonconforming Work, Acceptance of**9.6.6, 9.9.3, **12.3**Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2**Notice****1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER**2****Owner, Definition of****2.1.1****Owner, Evidence of Financial Arrangements****2.2**, 13.2.2, 14.1.1.4**Owner, Information and Services Required of the**2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance**11.2**

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work**2.5**, 14.2.2**Owner's Right to Clean Up****6.3****Owner's Right to Perform Construction and to Award Separate Contracts****6.1****Owner's Right to Stop the Work****2.4**

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3**Partial Occupancy or Use**9.6.6, **9.9****Patching, Cutting and****3.14**, 6.2.5

Patents

3.17

Payment, Applications for4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3**Payment, Certificates for**4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4**Payment, Failure of**9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3**Payment Bond, Performance Bond and**7.3.4.4, 9.6.7, 9.10.3, **11.1.2****Payments, Progress**9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4**PAYMENTS AND COMPLETION****9**

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond7.3.4.4, 9.6.7, 9.10.3, **11.1.2****Permits, Fees, Notices and Compliance with Laws**2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2**PERSONS AND PROPERTY, PROTECTION OF****10**

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of**3.12.2****Product Data and Samples, Shop Drawings**3.11, **3.12**, 4.2.7**Progress and Completion**4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4**Progress Payments**9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of**1.1.4**

Project Representatives

4.2.10

Property Insurance

10.2.5, 11.2

Proposal Requirements

1.1.1

**PROTECTION OF PERSONS AND PROPERTY
10**

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field**Conditions by Contractor**

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and
Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples
by Contractor

3.12

Rights and Remedies1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4**Royalties, Patents and Copyrights**

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7**Subcontractual Relations**

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3

Substances, Hazardous

10.3

Substantial Completion4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
15.1.2**Substantial Completion, Definition of**

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns**13.2****Superintendent**

3.9, 10.2.6

Supervision and Construction Procedures1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4**Suppliers**

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience**14.3****Suspension of the Work**

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause5.4.1.1, **14.2**, 15.1.7**Termination by the Owner for Convenience****14.4****Termination of the Architect**

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT**14****Tests and Inspections**3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4****TIME****8****Time, Delays and Extensions of**3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5**Time Limits**

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK**12****Uncovering of Work****12.1****Unforeseen Conditions, Concealed or Unknown**

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site**3.13**, 6.1.1, 6.2.1**Values, Schedule of****9.2**, 9.3.1**Waiver of Claims by the Architect**

13.3.2

Waiver of Claims by the Contractor9.10.5, 13.3.2, **15.1.7****Waiver of Claims by the Owner**9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7****Waiver of Consequential Damages**

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation6.1.1, **11.3****Warranty****3.5**, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2**Weather Delays**

8.3, 15.1.6.2

Work, Definition of**1.1.3****Written Consent**

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT**§ 4.1 General**

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**§ 12.1 Uncovering of Work**

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**§ 14.1 Termination by the Contractor**

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Additions and Deletions Report for AIA[®] Document A201[®] – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:08:12 ET on 04/05/2021.

PAGE 1

2021 Congdon Park Elementary Window Restoration Project BID #1293
3116 East Superior Street, Duluth, MN

...

Duluth Public Schools ISD#709
215 North 1st Avenue East
Duluth, MN 55802

THE ARCHITECT:CONSULTANT:

...

MRJ Consultants, LLC
5712 Royal Oaks Drive
Shoreview, MN 55126

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael R Johnston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:08:12 ET on 04/05/2021 under Order No. 0819219770 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)


(Title)

(Dated)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael R Johnston, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:08:12 ET on 04/05/2021 under Order No. 0819219770 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

MRSJ Consultants, LLC - President

(Title)

4/5/2021

(Dated)

MEMORANDUM

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

From: Tony Kelekovich, ^{TK} Supervisor of Purchasing

Subject: RFP-312 Denfeld High School Annual Yearbook

Date: April 6, 2021

Request for Proposals for Annual Yearbooks were advertised and sent to five (5) known vendors. Responses were received from two (2) vendors: Balfour Publishing and Jostens.

The award is based upon:

- A. A base price per book plus a vendor response to ten (10) questions that impact the price.
- B. Ability of each vendor to comply with twenty-three (23) requirements for services listed in the RFP.
- C. Recommendation from the yearbook advisor

Award criteria shown in the RFP:

- 1. Quality of product being offered
- 2. Pricing
- 3. Ability to comply with support services
- 4. Ability to comply with specification requirements
- 5. Prior experience with ISD 709 site
- 6. References from other districts of similar size
- 7. Local representation and access to the vendor
- 8. Summer camp cost and location
- 9. Web based program with a built-in accounting package
- 10. E-Commerce capability for yearbook sales
- 11. Ability to forward information from one year to the next on a web site
- 12. Digital companion product with yearbook option
- 13. E-Commerce capabilities for Ad & Parent Ad sales must be integrated in yearbook creation sale

Jostens has been successful in providing local representation with quality service over the past nineteen (19) years. In addition, the advisor has provided positive feedback on the service, product, quality and student experiences during the yearbook production period.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
Historic Old Central High School - 215 N. 1st Avenue E.
Tel. (218) 336-8738 Duluth, Minnesota 55802-2069 Fax (218) 336-8777

142

Based upon the responses to the above criteria and past experience with the existing vendor, it is recommended that RFP-312 Denfeld High School Annual Yearbook be awarded to **Jostens**.

The contract period will be July 1, 2021 thru June 30, 2025, with annual renewals by mutual agreement.

Revenue from yearbook sales will be deposited into the Denfeld student activities account.

VENDOR LIST/TABULATION

RFP-312 DENFELD HIGH SCHOOL ANNUAL YEARBOOK

| <u>VENDOR</u> | <u>RESPONSE</u> |
|--|-----------------------------|
| Balfour Publishing Plymouth MN | Yes |
| Entourage Yearbooks Princeton Junction NJ | No (Only Digital Yearbooks) |
| Jostens Duluth MN | Yes |
| Lifetouch National School Studio Maple Grove MN | No Response |
| Walsworth Yearbooks Edina MN | No Response |

=====

BASE COSTS FOR 144 PAGES INCLUDING DELIVERY

| <u>Quantity</u> | <u>Balfour</u> | <u>Jostens</u> |
|------------------------|-----------------------|-----------------------|
| 300 – 350 | \$ 49.45 | \$ 33.05 |
| 350 – 450 | \$ 47.45 | \$ 30.71 |
| 450 And Up | \$ 44.95 | \$ 29.25 |

Note: Above costs do not include additional fees that vary for each vendor during production.

MEMORANDUM

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

From: ^{TK} Tony Kelekovich, Supervisor of Purchasing

Subject: RFP-313 East High School Annual Yearbook

Date: April 6, 2021

Request for Proposals for Annual Yearbooks were advertised and sent to five (5) known vendors. Responses were received from two (2) vendors: Balfour Publishing and Jostens.

The award is based upon:

- A. A base price per book plus a vendor response to ten (10) questions that impact the price.
- B. Ability of each vendor to comply with twenty-three (23) requirements for services listed in the RFP.
- C. Recommendation from the yearbook advisor

Award criteria shown in the RFP:

- 1. Quality of product being offered
- 2. Pricing
- 3. Ability to comply with support services
- 4. Ability to comply with specification requirements
- 5. Prior experience with ISD 709 site
- 6. References from other districts of similar size
- 7. Local representation and access to the vendor
- 8. Summer camp cost and location
- 9. Web based program with a built-in accounting package
- 10. E-Commerce capability for yearbook sales
- 11. Ability to forward information from one year to the next on a web site
- 12. Digital companion product with yearbook option
- 13. E-Commerce capabilities for Ad & Parent Ad sales must be integrated in yearbook creation sale

Jostens has been successful in providing local representation with quality service over the past nineteen (19) years. In addition, the advisor has provided positive feedback on the service, product, quality and student experiences during the yearbook production period.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
Historic Old Central High School - 215 N. 1st Avenue E.
Tel. (218) 336-8738 Duluth, Minnesota 55802-2069 Fax (218) 336-8777

Based upon the responses to the above criteria and past experience with the existing vendor, it is recommended that RFP-313 East High School Annual Yearbook be awarded to **Jostens**.

The contract period will be July 1, 2021 thru June 30, 2025, with annual renewals by mutual agreement.

Revenue from yearbook sales will be deposited into the East student activities account.

VENDOR LIST/TABULATION

RFP-313 EAST HIGH SCHOOL ANNUAL YEARBOOK

| <u>VENDOR</u> | <u>RESPONSE</u> |
|--|-----------------------------|
| Balfour Publishing Plymouth MN | Yes |
| Entourage Yearbooks Princeton Junction NJ | No (Only Digital Yearbooks) |
| Jostens Duluth MN | Yes |
| Lifetouch National School Studio Maple Grove MN | No Response |
| Walsworth Yearbooks Edina MN | No Response |

=====

BASE COSTS FOR 240 PAGES INCLUDING DELIVERY

| <u>Quantity</u> | <u>Balfour</u> | <u>Jostens</u> |
|------------------------|-----------------------|-----------------------|
| 1050 – 1100 | \$ 52.39 | \$ 47.06 |
| 1101 – 1200 | \$ 51.39 | \$ 44.93 |
| 1201 And Up | \$ 50.39 | \$ 43.10 |

Note: Above costs do not include additional fees that vary for each vendor during production.

RESOLUTION
Acceptance of Donations to Duluth Public Schools

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

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

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

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

| SCHOOL | DONOR | AMOUNT | RESTRICTION | COMMENTS |
|---------------|---|---------------|-----------------------------|---|
| Denfeld | Mark Behning | \$50.00 | Parent Involvement | |
| Denfeld | Patricia Langlee | \$100.00 | Parent Involvement | |
| Denfeld | Arthur Didrikson Jr. | \$50.00 | Parent Involvement | |
| Denfeld | Jane MacDougall | \$50.00 | Parent Involvement | |
| Denfeld | William C. Hoch, Jr. Donor Advised Fund | \$2,000.00 | Softball | |
| Denfeld | Amy & Todd Wing | \$125.00 | Parent Involvement | |
| Denfeld | Kiki Watts | \$100.00 | Parent Involvement | |
| Denfeld | Laurie Newland | \$100.00 | Parent Involvement | |
| District-wide | Ann Glumac | In Kind | Elementary school libraries | Nine copies of "I Am Every Good Thing" books donated to libraries |
| District-wide | Gail Rabold | In Kind | None | 100 homemade cloth face coverings |
| District-wide | Shirley & John Haglund | \$600.00 | Families in Transition | |
| East | Teri & Dan McKenna | In Kind | Band department | Pearl "Forum Series" full Drum Set with Cymbals |
| East | Jason Schultz | In Kind | Band department | Full set of storage cabinets and countertops |
| Headstart | Janet Killough | \$50.00 | None | |

| | | | | |
|----------|-------------------------|---------|-------------|---|
| Piedmont | Leslee Jaeger | In Kind | None | Diversity Book Initiative: anti-racist children's books |
| Stowe | Brenda VanDell | \$35.00 | Student use | 50 children's masks and Dr. Suess hats |
| Stowe | Pao Vang | In Kind | None | 50 box of masks |
| Stowe | State Farm (Susan Cohn) | In Kind | 4th graders | Donates Road atlas's to 4th grade students every year |
| Stowe | Leslee Jaeger | In Kind | None | Diversity Book Initiative: anti-racist children's books |

RESOLUTION
 Authorized Bank Account Signer – April 2021
 Page 1 of 2

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

| District Building | Banking Institution | Account Number | Addition of Authorized Signer | Removal of Authorized Signer |
|--------------------------|----------------------------|---|--------------------------------------|-------------------------------------|
| ALC | Harbor Pointe Credit Union | XXXX4 | Simone Zurich | Peggy Blalock |
| Congdon | North Shore Bank | XXXXXX0 | Simone Zurich | Peggy Blalock |
| Denfeld | Harbor Pointe Credit Union | XXXX2 | Simone Zurich | Peggy Blalock |
| Denfeld | Western National Bank | XXXXX4 | Simone Zurich | Peggy Blalock |
| East | North Shore Bank | XXXXXX2 XXXXXX9 XXXXXXXXXX3 XXXXXXXXXX4 XXXXXXXXXX5 | Simone Zurich | Peggy Blalock |
| East | Harbor Pointe Credit Union | XXXX6 | Simone Zurich | Peggy Blalock |
| Headstart | Harbor Pointe Credit Union | XXXX0 | Simone Zurich | Peggy Blalock |
| Homecroft | Harbor Pointe Credit Union | XXXX2 | Simone Zurich | Peggy Blalock |
| Lakewood | North Shore Bank | XXXXXX7 | Simone Zurich | Peggy Blalock |
| Laura MacArthur | Western National Bank | XXXXXX2 | Simone Zurich | Peggy Blalock |
| Lester Park | Harbor Pointe Credit Union | XXXX7 | Simone Zurich | Peggy Blalock |
| Lincoln Park | Harbor Pointe Credit Union | XXXXXX0 XXXXXX5 XXXXXX5 XXXXX9 | Simone Zurich | Peggy Blalock |

RESOLUTION

Authorized Bank Account Signer – April 2021

Page 2 of 2

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

| District Building | Banking Institution | Account Number | Addition of Authorized Signer | Removal of Authorized Signer |
|---------------------------------------|----------------------------|-----------------------|--------------------------------------|-------------------------------------|
| Lowell | Harbor Pointe Credit Union | XXXX4 | Simone Zunich | Peggy Blalock |
| Merritt Creek | Harbor Pointe Credit Union | XXXX0 | Simone Zunich | Peggy Blalock |
| Myers-Wilkins | Harbor Pointe Credit Union | XXXX3 | Simone Zunich | Peggy Blalock |
| Ordean East | Harbor Pointe Credit Union | XXXX1 | Simone Zunich | Peggy Blalock |
| Piedmont | Harbor Pointe Credit Union | XXXXX4 | Simone Zunich | Peggy Blalock |
| Rockridge Academy | Harbor Pointe Credit Union | XXXX1 | Simone Zunich | Peggy Blalock |
| Stowe | Harbor Pointe Credit Union | XXXX0 | Simone Zunich | Peggy Blalock |
| Independent School District 709 Trust | Harbor Pointe Credit Union | XXXX3 | Simone Zunich | Peggy Blalock |

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

| Organization | Authors or Contacts | School | Award Amount | Terms |
|------------------------------------|----------------------------|---|---------------------|--|
| American Indian College Fund | Amanda Horton | American Indian Education Department | \$3,000 | Native Pathways to College - Spring 2021 Higher Pathways |
| DSACF – Duluth Public Schools Fund | Susan Mikel | Lester Park Elementary | \$500 | Read, Create, Repeat! |
| DSACF – Duluth Public Schools Fund | Deb Jarvis | Duluth East High School | \$619 | Engaging Struggling Readers |
| DSACF – Tate & Lyle STEM Funds | William Zwak | Duluth East High School | \$752 | Vacuum Chamber for Science Experiments |
| DSACF – Duluth Public Schools Fund | Lisa Lochner | Homecroft Elementary | \$1,200 | Writing Workshop in the Classroom |
| DSACF – Duluth Public Schools Fund | Kelsey Funk | Denfeld High School | \$1,000 | Deaf/Hard of Hearing Students Social/Culture Connect |
| DSACF – Duluth Public Schools Fund | Holly Bowen-Bailey | Ordean East and Lincoln Park Middle Schools | \$1,600 | Making the Most of Magazines! |

| | | | | |
|------------------------------------|----------------------|---|----------|---|
| DSACF – Tate & Lyle STEM Funds | Jeffrey Steinsberger | Ordean East Middle School | \$2,000 | 8th Grade - Engineering & Prototype Mosaic Tile Project |
| DSACF – Duluth Public Schools Fund | Alexandra Austin | Ordean East Middle School | \$2,000 | Reading Plus |
| DSACF – Duluth Public Schools Fund | Katie Oliver | Lincoln Park Middle School | \$2,000 | Reading Plus Lincoln Park Middle School |
| DSACF – Duluth Public Schools Fund | Tracy Litman | Ordean East Middle School | \$3,278 | Mental Health and Movement |
| DSACF – Duluth Public Schools Fund | James Erickson | Laura MacArthur Elementary | \$3,500 | Laura MacArthur Literacy |
| DSACF – Duluth Public Schools Fund | Britta DeSutter | Myers-Wilkins Elementary | \$4,000 | Flexible Seating for All |
| Northland Foundation | Jen Jaros | Duluth Early Childhood Family Education | \$10,000 | MDE GEERS – ECFE Emergency Early Care and Education Wrap-Around |

Duluth Public Schools #709

Revenue Budget Summary - Fiscal Year 2022 (FY22)

General Fund

Overview/Definitions:

General Fund includes General (01), Transportation (03), and Operating Capital (05).

Within the General and Operating Capital funds, certain revenues will have reserve requirements.

Revenues originate from Federal, State, or Local Sources. Some Federal revenues are allocated to states who, in turn, distribute those revenues to eligible school districts, charter schools, or other programs.

Revenue that is equalized, or has a tax levy component in the formula, will have the levy portion identified as local revenue. This may be state mandated, district opted, or voter approved.

Other local revenues include grants, gifts & donations, tuition billing, fees, gate receipts, and interest. The sale proceeds for properties may be identified separately from regular local revenue.

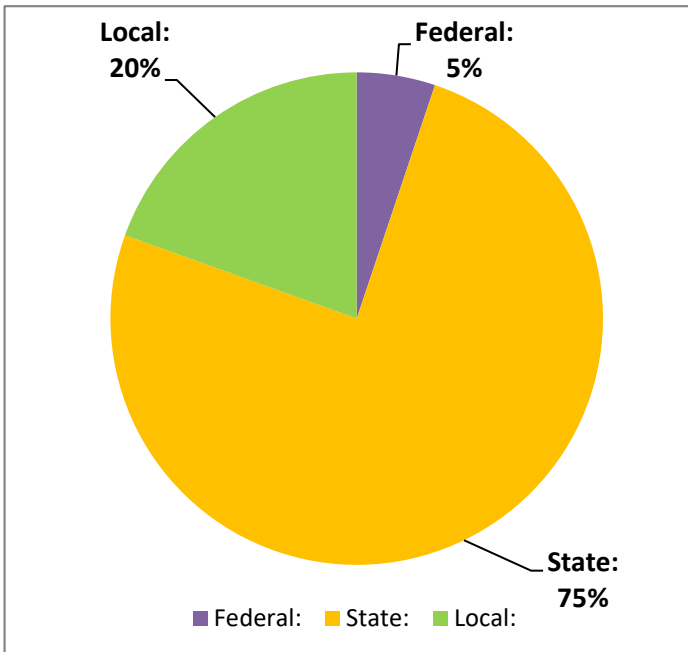
State revenue may be a component of statewide funding formulas, categorical aids in which a district must qualify, or state grants with specific scope and requirements.

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

Current estimated INITIAL GENERAL FUND Revenues for FY22:

****At this time the General Fund Budget is not taking into account investments from ESSER to adjust amounts.**

| | | |
|-----------------|----|-----------------------|
| Federal: | \$ | 5,591,509.00 |
| State: | \$ | 81,799,833.27 |
| Local: | \$ | 21,173,451.74 |
| | \$ | 108,564,794.01 |



Initial Budget Assumptions:

Basic Formula Allowance remains at \$6,567 but MAY change with legislation.

Pupil Counts are projected lower in FY22 compared to the FY21 budgeted enrollment, projected at 7,885 Adjusted Average Daily Membership (ADM) - this is based on March 2021 enrollment and will be revised if enrollment improves.

Categorical Revenues are estimated at FY21 levels unless other information is known.

Federal Title program revenue estimates are projected to be 20% LESS based on state projections due to Free & Reduced counts.

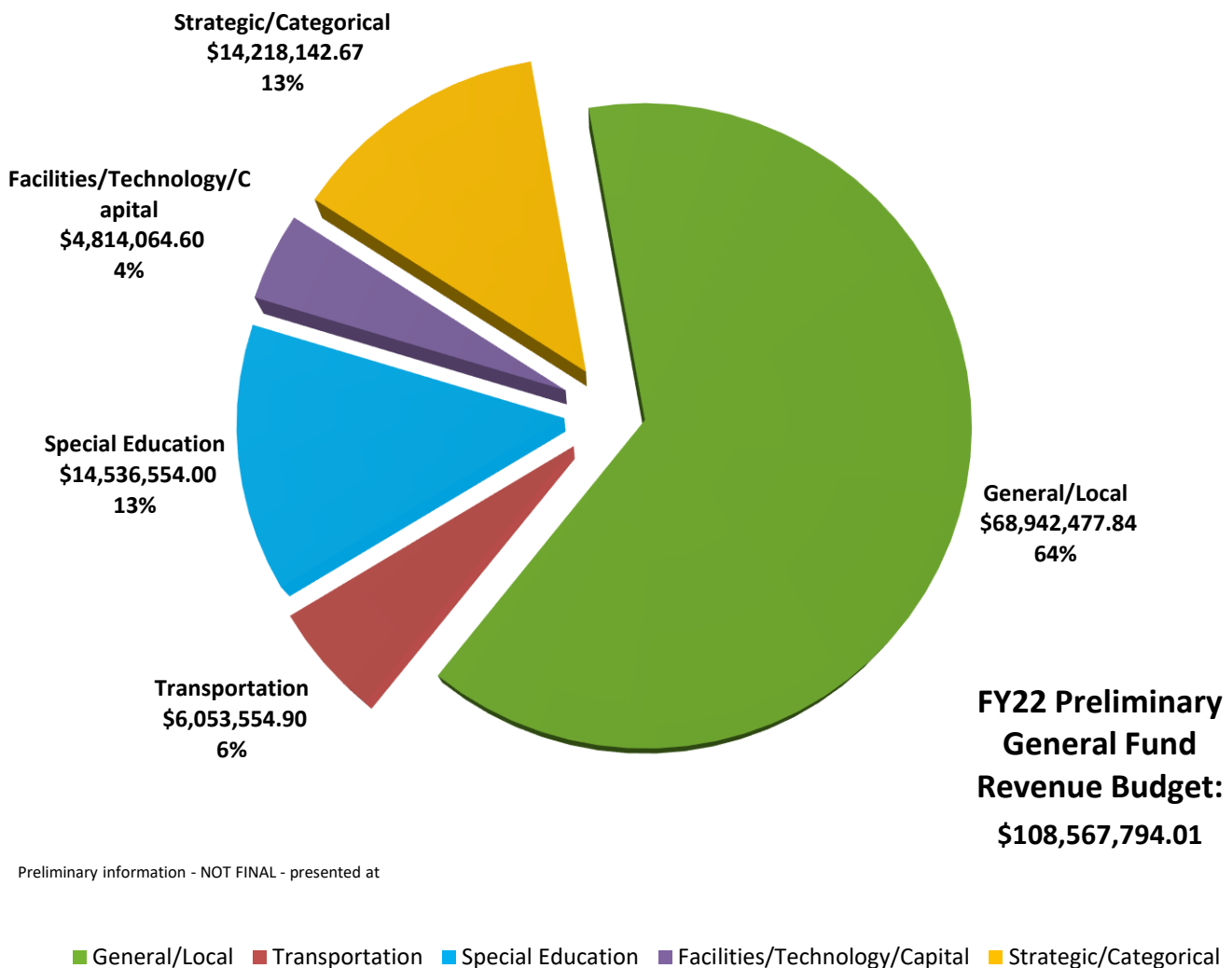
Other local revenues are estimated by prior

Duluth Public Schools #709
Revenue Budget Summary - Fiscal Year 2022 (FY22)
General Fund

These same revenue estimates can also be viewed in relation to what program areas they support. In each of these categories there may be further detail or distributions related to statute, policy, or district priorities.

Some revenues are considered entitlements and others are reimbursements.

Duluth Public Schools - FY22
GENERAL FUND - Preliminary Revenue
Budget



Strategic/Categorical:

Funding includes revenues that may apply to certain programs or District strategies.

Facilities/Technology/Capital:

Funding includes revenues designated for State directed or District directed foundational costs.

Special Education:

Funding includes estimated state reimbursement revenue for programs and Federal allocations.

Transportation:

Funding includes identified revenues attributable to regular and special transportation.

Duluth Public Schools #709

Revenue Budget Summary - Fiscal Year 2022 (FY22)

General Fund

| | | |
|----------------------------|-----------|-----------------------|
| Unrestricted: | \$ | 92,538,197.11 |
| Restricted: | | |
| Staff Development | \$ | 1,133,529.87 |
| Operating Capital | \$ | 1,909,505.67 |
| Basic Skills | \$ | 5,302,314.46 |
| Gifted & Talented | \$ | 112,205.60 |
| Learning & Dev. | \$ | 1,730,448.00 |
| Alt. Learning Ctr. | \$ | 1,400,000.00 |
| LT Fac. Maint. | \$ | 2,442,378.01 |
| Achiev. & Integrat. | \$ | 1,674,034.37 |
| Safe Schools | \$ | 322,180.92 |
| Total Restricted: | \$ | 16,026,596.90 |
| Total General Fund: | \$ | 108,564,794.01 |

Restricted Revenues require a reserved fund balance if funding is not all spent in the allocated fiscal year. Most restricted revenues are intended to be spent in full in the allocated fiscal year.

Some **Unrestricted Revenues** may have defined uses but do not require a designated set aside balance to reserve.

Restricted Revenues come from state and local sources (aid and levy).

Unrestricted Revenues come from federal, state, and local sources.

Federal Sources are often reimbursements and have allowable carryover provisions to subsequent fiscal years. Use of Federal funds have limitations.

Revenue Considerations:

***Possible adjustments to consider but not guaranteed**

| | | |
|----|--------------|--|
| \$ | 1,055,000.00 | Value of 2% Increase in Formula Allowance |
| \$ | 2,000,000.00 | ESSER Investment due to enrollment decline |
| \$ | 1,900,000.00 | Re-Enrollment of Students in FY22 (partial return) |
| \$ | 250,000.00 | Increase in SPED Cross Subsidy |
| \$ | 1,300,000.00 | Possible Hold Harmless for Compensatory |

| |
|---|
| \$ - Administrative Recommendation |
|---|

\$ 108,564,794.01 RESIVED General Fund Revenue Budget

Revenue Budget Comparison:

| | Preliminary Estimated FY22 | Budgeted FY21 | Final FY20 | Final FY19 |
|-----------------|--|--------------------------|--------------------------|--------------------------|
| Federal: | \$ 5,591,509.00 | \$ 6,048,509.00 | \$ 6,463,685.00 | \$ 5,520,216.00 |
| State: | \$ 81,799,833.27 | \$ 85,275,966.19 | \$ 87,254,553.00 | \$ 84,965,318.00 |
| Local: | \$ 21,173,451.74 | \$ 21,550,166.05 | \$ 22,037,496.00 | \$ 17,158,480.00 |
| | \$ 108,564,794.01 | \$ 112,874,641.24 | \$ 115,755,734.00 | \$ 107,644,014.00 |
| | \$ - | | | |
| | \$ 108,564,794.01 | | | |
| | \$ (4,309,847.23) Increase/(Decrease) compared to FY21 | | | |

Revenue Notes:

| | |
|---|------------------------|
| LTFM Revenue Decrease (Restricted): | \$ (455,678.00) |
| Additional Special Education Revenue: | \$ 730,000.00 |
| General Levy Increases: | \$ 460,000.00 |
| General Fund Local Revenue reductions: | \$ (225,000.00) |
| | \$ 509,322.00 |

Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2022 (FY22)
General Fund

Overview/Definitions:

General Fund expenses encompass a wide range of categories and are identified through coding to represent programming areas and use of funds.

Expenses may be funded through unrestricted, restricted, or fund balances. If a fund balance is being used, revenues and expenses may not tie out.

An overall surplus or deficit is the combination of all available funding sources.

Staffing for FY21 is currently an estimate. The District will continue to analyze programs and pupil trends to determine base needs. Staff funded by entitlement revenues may need to be adjusted based on funding.

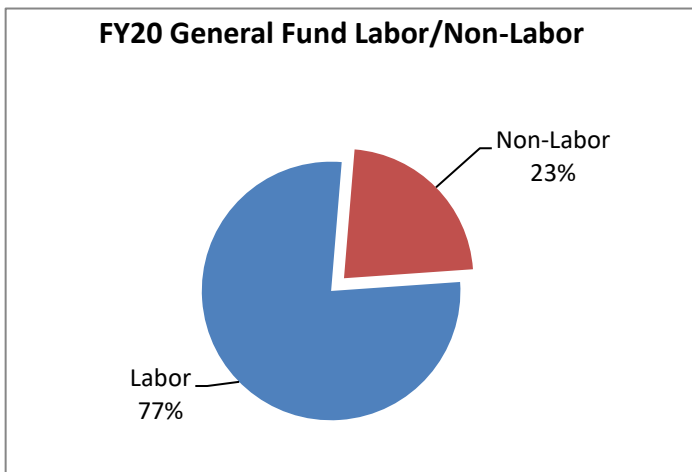
Consideration for effective use of funds will be the baseline to appropriately budget expenses in programs that best represent any restricted guidelines.

FY21 expense considerations may be the result of impacts from prior year budget or levy consequences.

Revenues that may become available through legislation or other sources not currently budgeted may trigger changes in expenses.

More meetings with building and program administration will be needed to determine any specific changes needed due to revenue adjustments, program reductions, or district priorities.

Labor/Non-Labor Summary



The majority of General Fund expenses are tied to salaries, wages, and benefits.

This pie chart shows the district's breakdown of Labor and Non-Labor expenses in the General Fund for Fiscal Year 2020.

It is expected that FY22 will look differently because of the use of Federal dollars for technology and equipment purchases.

This will be reviewed and updated for FY21 after

* Of the 77% Labor, 70% is Salaries and Wages and 30% is Benefits

Duluth Public Schools #709

Expense Budget Summary - Fiscal Year 2022 (FY22)

General Fund

The **preliminary** expense budget was created using Fiscal Year 2021 (FY21) as a baseline and adjusting for a number of factors, including impacts from revenue. Due to COVID-19, FY21 has some unique factors. We will be spending the next 2 months going over expenses in more detail and providing adjustments.

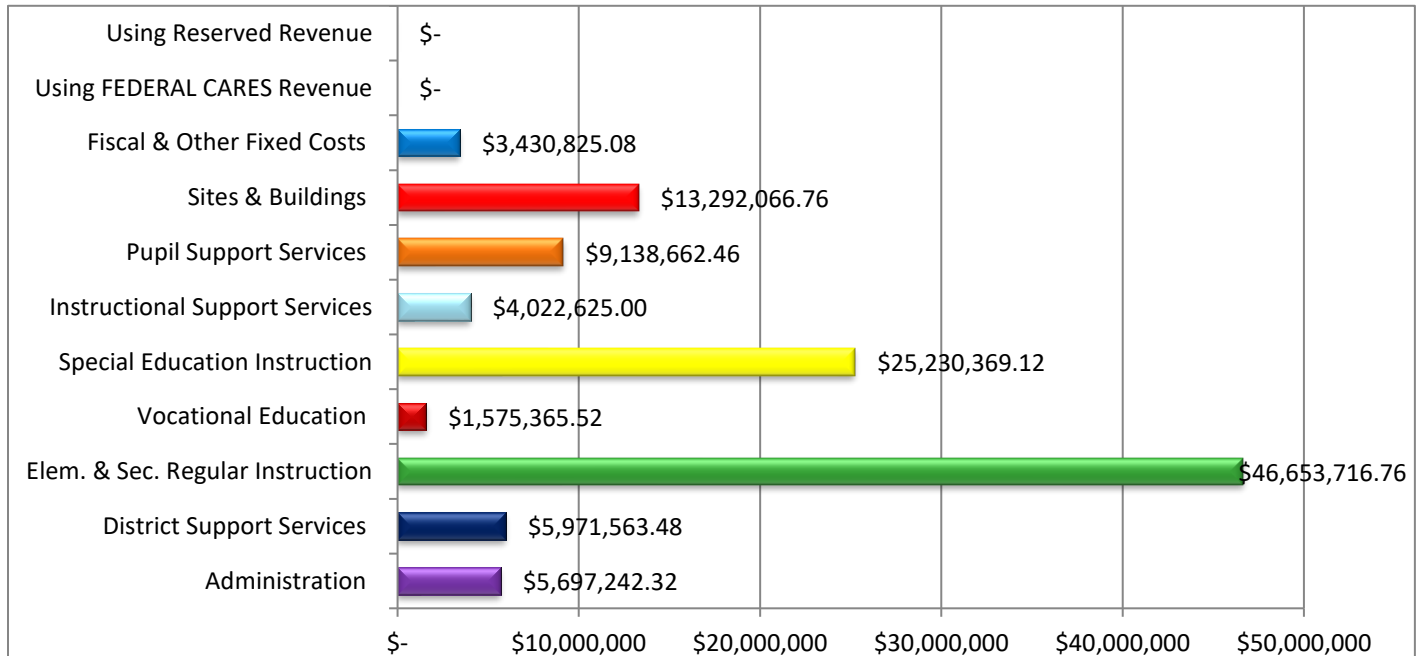
The program areas below are defined by the Minnesota Department of Education (MDE).

Program areas may include expenses using restricted or unrestricted revenues.

Fund Balance is not a program area, but it is noted here as a budget component in relation to use of revenue as a budget priority or need.

Expenses by Program Area - General Fund

| PRO | FY22 BUDGET Expense | FY21 REVISED Expense | Change |
|--|------------------------|--------------------------|--------------------------|
| 000-099 Administration | \$ 5,697,242.32 | \$ 5,546,316.00 | \$ 150,926.32 |
| 100-199 District Support Services | \$ 5,971,563.48 | \$ 5,854,474.00 | \$ 117,089.48 |
| 200-299 Elem. & Sec. Regular Instruction | \$ 46,653,716.76 | \$ 45,738,938.00 | \$ 914,778.76 |
| 300-399 Vocational Education | \$ 1,575,365.52 | \$ 1,544,476.00 | \$ 30,889.52 |
| 400-499 Special Education Instruction | \$ 25,230,369.12 | \$ 24,735,656.00 | \$ 494,713.12 |
| 600-699 Instructional Support Services | \$ 4,022,625.00 | \$ 3,943,750.00 | \$ 78,875.00 |
| 700-799 Pupil Support Services | \$ 9,138,662.46 | \$ 8,959,473.00 | \$ 179,189.46 |
| 800-899 Sites & Buildings | \$ 13,292,066.76 | \$ 13,031,438.00 | \$ 260,628.76 |
| 900-999 Fiscal & Other Fixed Costs | \$ 3,430,825.08 | \$ 3,363,554.00 | \$ 67,271.08 |
| FD BAL Using FEDERAL CARES Revenue | | | \$ - |
| FD BAL Using Reserved Revenue | | \$ - | \$ - |
| Total Expenses General Fund: | | \$ 115,012,436.50 | \$ 112,718,075.00 |
| | | | \$ 2,294,361.50 |



Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2022 (FY22)
General Fund

Preliminary Budget Considerations - Expenses

Salaries, Wages, and Benefits were adjusted based on average contractual increases and projected FY22 staffing changes (retirements) currently known. Upcoming negotiations may impact this category.

The FY22 budget includes the \$1.1 million for increase in contractual benefit contributions due to HRA increases.

A \$1.5 million transfer from General to LTFM was done in FY21 to balance the General Fund. Original use of LTFM funds is for building and facilities improvements. This will continue in FY22.

Planning for HR department staffing changes, along with considerations for strategic planning and other district planning initiatives are included in this budget.

Any potential property sales are not included in this budget. Should there be a sale, statute requires a deposit into the operating capital reserve. Funds will be reviewed and reserved.

This budget includes the continued investment in Special Education that started in FY20, but may adjust.

Projected Compensatory revenue is currently lower by \$1.3 million. Legislation may change this. Administration will be recommending changes in Compensatory allocation changes.

The use of ESSER funds will be determined after the regular operational budget is reviewed and built. One-time funds may fill gaps or create short-term initiatives to address district goals.

Special Education funding is still being reviewed, with consideration for impacts of tuition billing.

This budget is PRELIMINARY and subject to change.

Reductions may be required.


Revenue & Expense Budget Summary - Fiscal Year 2022 (FY22)
General Fund

| | | |
|--------------------------------------|----|-----------------------|
| Initial Revenues: | \$ | 108,564,794.01 |
| ESSER Investment: | \$ | - |
| Assigned Revenue: | \$ | - |
| | | |
| Preliminary FY22 Revenue: | \$ | 108,564,794.01 |
| | | |
| Initial Expenses: | \$ | 115,012,436.50 |

Final Notes:

- All budget line items are still under review.
- More detail work will be done analyzing restricted revenues and expenses.
- This report is only in relation to the General Fund, which includes General, Transportation, and Capital Funds.
- This budget comparison includes all reserved and unreserved fund balances in the general fund and a final balance will not reflect a complete financial position of the district at this time.

**Projected surplus/
(deficit): \$ (6,447,642.49)** Will require additional budget adjustments.

| | |
|--|---|
|  ISD #709 Duluth Public Schools | ISD #709 Duluth Public Schools HOCHS Relocation Project |
| | Monthly Progress Report March 2021 |
| Address: 215 N. 1 st Avenue East, Duluth, MN 55802 | |

Recent Progress and Activities:

- The Central on the Hill site is still in ongoing negotiations and the District has been in discussions with a number of interested parties.
- A public hearing took place on March 2nd, 2021 on the plan to sell Historic Old Central High School and strategy for programs/staff currently located in the building.
- Tours for temporary swing space have occurred at multiple locations for the relocation of the District Services Center during construction. Viable options have been narrowed down and additional tours will occur.
- Multiple tours for lease space have occurred with the Alternative Learning Center & Academic Excellence Online team. Further tours will be taking place in the coming weeks with further refined property specifications.
- The design is in full swing on the District Services Center, Transportation Building, and Facilities remodel. The design team has been meeting every week, pushing forward with floor plans and details. Mechanical and Electrical design now has established floor plans to begin making strides on their scope.
- The existing sanitary lines were televised. The City determined if they are cleaned, roots removed and CIPP lined, the City would be willing to take ownership. This is great news that a total replacement may not be required.
- Additional soil borings were taken at the future building corners and retainage pond. This updated geotechnical report will aid in the structural analysis and budgetary planning of the final structures.
- Design consultants have continued communication with the City of Duluth on this HOCHS Relocation Project. A plan has been developed as to how the submittal process will occur in regards to rezoning application, regulatory plan, possible platting requirements, and development agreement.

Upcoming Activities and Next Steps:

- Project consultants will be working with the District administration to comply with all required approvals associated with the special legislation process. Notable aspects of this process include:
 - Development of required documentation for submission to the Minnesota Department of Education (MDE) for review and comment – tentatively scheduled for Late April 2021
 - Development of required documents for the submission of the rezoning, plat layout, regulatory plan, and development agreement to the City of Duluth.
 - The project is in the Design Development phase and is scheduled to be completed in late April. After which the final design phase (Construction Document Development) will be underway for a tentative completion of the end of May.
 - Continued refinement of a detailed financial analysis of the proposed plan for submission to the MDE
 - Ongoing search and selection of temporary lease space(s) for the relocation of the District Services Center. Also, continuing into April is the search and selection of lease space of the Alternative Learning Center & Academic Excellence Online group.

**Expenditure Contracts Signed
March 2021**

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

| Name | Amount* | Contract Source** | Description |
|------------------------------|----------------|--------------------------------|---|
| Sarah Agaton-Howes | \$2,250.00* | American Indian Education (DR) | Ojibwe artist to assist in District Ojibwemowin logo development with student input |
| Peggy Blalock | \$15,000.00* | Finance (DU) | Assist with transition of new Finance manager |
| City of Duluth | \$65,627.52* | Business Services (DR) | School Resource Office (SRO) agreement for March – June 2021 |
| Frontline | \$73,947.10* | Business Services (DR) | Professional Learning Management |
| Frontline | \$70,636.71* | Business Services (DR) | Absence & Substitute Management |
| Pro-Team | \$14,401.00* | Child Nutrition (DR) | School Menu Solutions software subscription |
| Duluth Congregational Church | \$680.00* | East (SAF) | Parking lot spaces lease for March – June 2021 |
| Benson Electric Co. | \$41,800.00 | Facilities (DR) | Bid #1291 District-wide electrical labor high voltage and low voltage July 1, 2-21 – June 30, 2022 Option to renew for two additional one-year periods |

| Name | Amount* | Contract Source** | Description |
|----------------------------|--------------|---|--|
| Per Mar Security Services | \$56,178.75 | Facilities (DU) | Quote #4358 District-wide security service and fire detection monitoring services April 1, 2021 – June 30, 2022 Option to renew for four additional one-year periods |
| SafeSchools | \$86,434.00* | Facilities (DR) | 5-year training agreement to provide safety training to District employees |
| Summit Fire Protection | \$9,195.00 | Facilities (DR) | Quote #4363 – District-wide annual testing & maintenance of sprinkler systems July 1, 2021 – June 30, 2022 Option to renew for two additional one-year periods |
| Tim Sworsky | \$5,000.00* | Human Resources (DU) | Assist with HR transition to new Director |
| Heggerty | \$750.00* | Laura MacArthur (DR) Myers-Wilkins (DR) Piedmont (DR) | Phonemic awareness professional development webinar |
| Creation Station Childcare | \$1,360.00* | Special Services (DU) | Preschool planning as required by IEP |
| KY Interpreting | \$6,000.00* | Special Services (DR) | Deaf and hard of hearing interpreting services |
| Marshall School | \$15,000.00* | Special Services (DR) | Non-public nursing services by licensed school nurse |
| Residential Services, Inc. | \$1,419.00* | Special Services (DR) | Student specific direct support professional services & special education paraprofessional duties |
| University of Minnesota | \$6,000.00 | Special Services (DU) | Use of Robert F. Pierce Speech-Language-Hearing Clinic for conducting audiological testing and assessments |

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 1st 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

 Program Director *[Signature]* 2/25/21
 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 | 005 | 605 | 320 | 305 | 340 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

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

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

_____ *[Signature]* _____ 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 1st, 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 1st 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.

Peogy Blalock _____ 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).

| | | | | | | |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 012 | 110 | 000 | 110 | 115 |
| 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

Caroline 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 1st 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: 
38F2E826ED714AA...
Mayor

DocuSigned by:
By: *Catherine A. Erickson*
EBF2CAC8D844B2
Executive Director 3/29/2021

DocuSigned by:
ATTEST: 
A24B1125583459...
City Clerk

DocuSigned by:



DATE: 3/29/2021

Countersigned:

DocuSigned by:
John Baly
51CC8A80CCF54D7...
City Auditor

Approved as to form:

DocuSigned by:
Rebecca
F4CA0280E08942A...
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

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.

| | | |
|---|--|---|
| <p>DocuSigned by:</p>  <p>7A24D1125583459...</p> | <p>DocuSigned by:</p>  | <p>3/29/2021</p> <hr/> <p>Date Certified</p> |
|---|--|---|



1400 Atwater Drive Malvern, PA 19355

03/29/2021

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

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

| 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, 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.



1400 Atwater Drive Malvern, PA 19355

03/29/2021

| Invoicing Schedule | Due Date | Amount |
|--|---------------------|---|
| Invoice: One Time | Upon Signing | \$14,110.00 + applicable sales tax |
| 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 |
| Invoice: Annual | 7/31/2021 | \$59,837.10 + applicable sales tax |
| 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.

| | |
|---|--|
| Frontline Technologies Group LLC dba Frontline Education | Duluth Public Schools - Independant School District 709 |
| Signature: _____ | DocuSigned by: <i>Cathy Erickson</i> Signature: _____ <small>0441FF167FF2415...</small> |
| Name: _____ | Name: <u>Cathy Erickson</u> |
| Title: _____ | Title: <u>Chief Financial officer</u> |
| Address: <u>1400 Atwater Drive</u> <u>Malvern, PA 19355</u> | Address: <u>215 N 1st Ave E</u> <u>Duluth, Minnesota 55802</u> |
| Email: <u>billing@frontlineed.com</u> | 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 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.



1400 Atwater Drive Malvern, PA 19355

03/29/2021

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

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

| 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, otherwise a PO shall not be required for payment



1400 Atwater Drive Malvern, PA 19355

03/29/2021

| Invoicing Schedule | Due Date | Amount |
|---|---------------------|---|
| Invoice: One Time | Upon Signing | \$6,120.00 + applicable sales tax |
| Frontline Implementation | | \$6,120.00 |
| Invoice: Annual | | \$20,465.25 + applicable sales tax |
| 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.

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

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 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.


www.proteamadvisors.com

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
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

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

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.

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

| ProTeam Build Out and Support for Services Above and Beyond Current Contract | |
|---|--------------------|
| 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 Erickson _____ 3-16-21 _____
Name: Catherine A. Erickson Date
Title: CFD _____

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. Boer

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):

- **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 1st 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.

DocuSigned by:

753DEC1CAC5C487

39-0160780 3/10/2021

Benson Electric Company Signature SSN/Tax ID Number Date

DocuSigned by:

1AFAE2483495423

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:

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 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

DocuSigned by:

EB8F2CAC8D644B2...

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):

- **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 1st 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

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 21st 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 1st, 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

By: 

Printed Name: Justin Moore

Printed Name: Catherine A. Erickson

Title: K-12 Director of Sales

Title: CEO

Date: 3/9/2021

Date: 3/17/21

Client Agreement/Schedule A

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

Client Information

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

Terms

| | |
|--------------------------------------|-------------------------------------|
| Effective Date: 07-01-2021 | Initial Term (months): 60 |
|--------------------------------------|-------------------------------------|

Invoicing Contact Information (Please fill in missing information)

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

- **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

228

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 1st 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.

232

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:

C97ECC0E1597480 41-1927111 2/26/2021

Summit Fire Protection Signature SSN/Tax ID Number Date

DocuSigned by:

F48B9215A4EF41B 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:

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).

| | | | | | | |
|----|---|-----|-----|-----|-----|-----|
| | | | | | | |
| 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:

EB8F2CAC8D844B2 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 \$ 46.30 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 1st 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. 42nd 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.


 Contractor Signature


 SSN/Tax ID Number

02/27/21
 Date


 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


 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**.

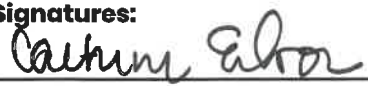
Handouts: The District will duplicate the handout sent in advance for all participants. The District acknowledges and agrees that all copyright and other intellectual property rights in the materials within the handouts belong to Literacy Resources, and the District will not copy, distribute, display 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 9th 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.

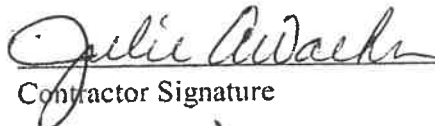
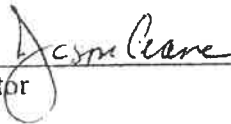
Miscellaneous Terms

- 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

- 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.

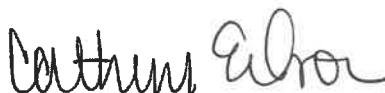
| | | |
|---|------------|---------|
|  | 41-1927587 | 3/10/21 |
| Contractor Signature | SSN or EIN | Date |
| | | |
|  | | 3/8/21 |
| Program Director | | Date |

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), (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.

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

| | |
|---|---------|
|  | 3-24-21 |
| 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 Federal ID Number: 26-3754494 W-9 Must be Attached

Description of Service To be Performed: Interpreting Services as needed by the school district

Population to be 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

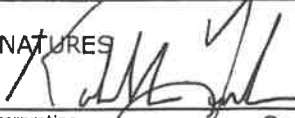
Invoicing Procedures: Invoices sent monthly

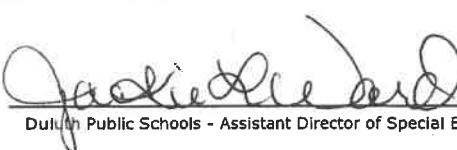
Cancellation Requirements: All cancellations must be made more than 48 hours prior to the appointment. Any cancellation made 48 hours or less will be billed for the 2 hour minimum of \$130.00.

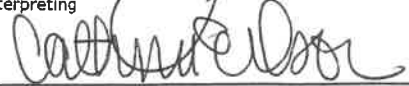
Relationship: The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee 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

 3/5/21 Date
KY Interpreting

 3/5/21 Date
Duluth Public Schools - Assistant Director of Special Education

 3-9-21 Date
Duluth Public Schools - CFO

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 1st 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:


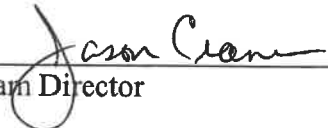
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

| | | | | | | |
|----|---|-----|-----|-----|-----|-----|
| 04 | E | 002 | 590 | 350 | 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


 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

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

Services are consultative with special education staff.

Services are during times of Distance Learning only.

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

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

Site of Service

Services to be provided at school site(s)

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

Payment

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

Duluth Public Schools
 Attn: 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 Sped Title: CFO

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

Budget Code

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

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.

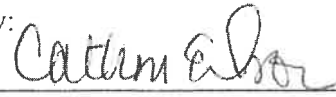
11. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely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

Name: Catherine Erickson
Title: CFO

Date: 3/18/21

Date: 3-16-21

01 € 005 400 000 370 000

**No Cost Contracts Signed
March 2021**

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

| Name | Contract Source | Description |
|-------------|------------------------|---|
| Aviben | Human Resources | 125 flexible benefits plan adoption agreement |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ADDENDUM TO
 ISD #709 DULUTH PUBLIC SCHOOLS
 125 Flexible Benefits Plan
 ADOPTION AGREEMENT

WHEREAS, the Employer has adopted a 125 Flexible Spending Account for the reimbursement of qualified expenses; and

WHEREAS, the Employer wishes to amend their plan to allow for the following temporary provisions in response to the Consolidated Appropriations Act of 2021; and

NOW THEREFORE BE IT RESOLVED, the Adoption Agreement for the ISD #709 DULUTH PUBLIC SCHOOLS 125 Flexible Benefits Plan has been amended to allow the following selected temporary changes.

Check all that you wish to amend within your 125 Flexible Benefits Plan

- Carry over unused amounts remaining in the 2020 Dependent Care FSA and Medical FSA into the 2021 plan year
- Carry over unused amounts remaining in the 2021 Dependent Care FSA and Medical FSA into the 2022 plan year
- Extend the Grace Period to 12 months after the end of the 2020 plan year
- Extend the Grace Period to 12 months after the end of the 2021 plan year
- Allow employees to **prospectively** change the amount of their Dependent Care and Medical FSA contributions for plan years that end in 2021
- Permit employees that cease to be participants during the calendar year 2020 or 2021 to continue to receive reimbursements for unused benefits or contributions remaining in Dependent Care and Medical FSAs until the plan year has ended

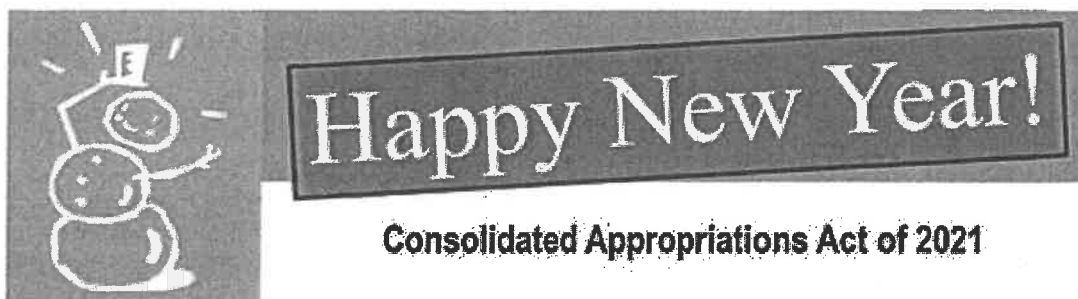
All other terms and conditions of the Adoption Agreement, and previous unconflicting addendums, shall remain unchanged, said document being amended only as provided herein.

Dated:

By *Catherine Elson*

Employer Name: ISD #709 DULUTH PUBLIC SCHOOLS

Its *Catherine A. Erickson*
CFD



The most recent COVID relief bill, the Consolidated Appropriations Act of 2021, was passed by Congress on December 21, 2020 and signed into law on December 27, 2020. This 5000+ page bill, among other things, grants certain voluntary changes to 125 Cafeteria plans with respect to Health and Dependent Care Flexible Spending Accounts (collectively, "FSAs"). The following voluntary options are now available to your plan:

1. Permit employees to carryover unused amounts in the FSAs from the 2020 plan year into the 2021 plan year and/or from the 2021 plan year into the 2022 plan year.
2. Extend the 2020 and/or 2021 plan year grace period to 12 months with respect to unused benefits or contributions remaining in FSAs.
3. Permit employees who cease plan participation during calendar year 2020 or 2021 to continue to receive reimbursements for unused benefits or contributions remaining in FSAs until the plan year has ended.
4. Allow prospective election changes for FSAs with plan years that end in 2021 regardless of any change in status.

The new law also extends the dependent care FSA age from under 13 to under 14 for employees who enrolled in a dependent care FSA prior to January 31, 2020 and had dependents who aged out during the pandemic.

If you wish to allow any of these optional features, please complete the attached plan addendum and return to Aviben. Once received we will process and change your plan accordingly.

Since this is a voluntary amendment there will be a \$50 administration charge for processing and plan setup, billed to the employer. However, if you took part in the voluntary amendment from IRS Notice 2020-29 and were already billed \$50, there will be no additional charge.

If you have any questions, please reach out to your friendly Aviben™ staff!

Brian Netzer Chris Williams Loni Morrow

Lisa Money Jen Lehman



1995 E. Rum River Dr. S., Cambridge, MN 55008
 Metro: 763-552-6053 | Toll Free: 888-507-6053
 Fax: 763-552-6055 | www.aviben.com

A Division of Educators Benefit Consultants, LLC ("EBC")

Please note that while we want you to be prepared to make amendments favorable to your participants, additional IRS guidance may be forthcoming and this should not be considered an exhaustive analysis or construed as legal advice. © 2021 Educators Benefit Consultants, LLC. All rights reserved.

| | | | | | | | |
|---------------------------------|--|------------------------|-------------|------------------|--------------|---------------|-----------------|
| YEARBOOK SALES AGREEMENT | | Contract Years: | 2021 | New/Renew | Renew | Job #: | 11174821 |
|---------------------------------|--|------------------------|-------------|------------------|--------------|---------------|-----------------|

| | | | |
|---|--|------------------|------------------------|
| Account Name: Piedmont Elementary School | | LID #: | 35719 |
| Address: 2827 Chambersburg Ave City: Duluth | | State: MN | Zip Code: 55811 |

| | | |
|--------------------------------------|------------------------|---|
| Phone #: | Enrollment: 545 | Adviser Name: Matthew Moses |
| School Year Open Date: | | Adviser Email: matt@moses-images.com |
| School Year Close Date: | | Adviser Phone: |
| Ship Yearbooks To: Account | | Alt Address Name: |
| Send Invoice To: Account | | Street Address: |
| School Purchase Order Number: | | City, State, Zip: |

| | | | |
|---|--|---------------------------------|-----------|
| YEARBOOK SPECIFICATION INFORMATION | | YEARBOOK DATES: | |
| Size: 7 | | Cover Deadline: | 1/11/2021 |
| Number of Pages: 24 | | Final Quantity Deadline: | 6/21/2021 |
| Number of Copies: 251 | | Requested Arrival Date: | 8/6/2021 |

| | | | |
|--|-------------------|-----------------------------|---------------------------|
| | Base Price | School Price \$10.94 | Consumer Price TBD |
|--|-------------------|-----------------------------|---------------------------|

| | | | |
|--|--|---------------------|-----------------------|
| COVER & BINDING TYPE | | School Price | Consumer Price |
| Cover & Binding Type: Soft Cover - Saddlestitched (Size 7 only) | | Included | Included |
| Design: Signature Design | | Included | Included |
| Printed School Name & Year Yes (1 or 2 lines) | | Included | Included |
| Personalization: | | | |
| Icons: | | | |
| Endsheets (Hardcovers Only): | | | |

| | | | |
|---|--|---------------------|-----------------------|
| BOOK ENHANCEMENTS | | School Price | Consumer Price |
| Paper: Gloss Paper 80# (Default) | | Included | NA |
| Supplements: | | | |

| | | | | | |
|---|--|--------------------------------------|---------|--------------------------|------|
| Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization. | | SALES REPRESENTATIVE USE ONLY | | | |
| | | <input type="checkbox"/> | SFB | <input type="checkbox"/> | ODC |
| | | <input type="checkbox"/> | LV1 | <input type="checkbox"/> | LV2 |
| | | <input type="checkbox"/> | SIMPLE4 | <input type="checkbox"/> | QTYB |

| | | | |
|------------------------------------|--|---------------------|-----------------------|
| CONSUMER ENHANCEMENTS | | School Price | Consumer Price |
| Zoom: | | | |
| Auto Inserts: | | | |
| Signing Pen: | | | |
| Yearbook Stickys: | | | |
| Cover Keeper™ Dust Jackets: | | | |

| | | |
|---|--|--------------|
| SPECIAL QUOTE / PREMIUM APPLICATIONS | | Price |
| | | |

| | | |
|--------------------------|-------------|----|
| | | \$ |
| Estimated Freight | | \$ |
| Freight Model | Actual Cost | |
| *Estimated Total: | | \$ |
| | | \$ |
| Deposit Rate | | \$ |

* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.

| | | | |
|---|---|---|--|
| Lifetouch Representative | Rep Code: | The School, by its authorized representative, designates Shutterfly Lifetouch, LLC. (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management. | |
| Sarah Wise | MIG1 | | |
| Lifetouch Representative Phone # / Email Address | Authorized School Representative (Print) | Title | |
| 612-219-3303 sarah.wise@lifetouch.com | Catherine A. Erickson | CFO | |
| | Authorized School Representative (Signature) | Date | |
| Sarah Wise | Catherine Erickson | 3/29/21 | |

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly, Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Customer Care
Email: ybcustomer@lifetouch.com
Phone: 1.800.736.4761

**Grant Applications
March 2021**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

| Organization | Author/Contact | Project Title | Amount Requested | Terms |
|---|---|--|-------------------------|---|
| American Indian College Fund | Amanda Horton, American Indian Education Dept. | Native Pathways to College – Spring 2021 Higher Pathways | \$3,000 | If awarded, funds will be used to support a college readiness event for American Indian students at Duluth East High School. |
| Northern Regional Implementation Project PBIS Mini Grant Awards | Barry Fischer, Lincoln Park Middle School | LPMS PBIS | \$1,000 | If awarded, funds will be used to purchase t-shirts for LPMS students and staff. All LPMS students and staff will receive a t-shirt with school branding and our ROAR universal expectations (Responsible, Open-Minded, Accepting, and Restorative). Our intention with this is to help create a sense of community and increase awareness of our universal positive behavior expectations. |
| DSACF – Fund for Women and Girls | Cindy Miller, Curriculum Specialist | | \$5,000 | If awarded, funds will be used to support STEAM Lab/Makerspace/Learning Lab/Multimedia tools and supplies at the elementary schools. |